

# **BLYTHE CITY COUNCIL**



## **AGENDA**

### **JULY 22, 2008**

**6:00 P.M.**

Robert Crain, Mayor  
Beverly Mays, Vice Mayor  
Joseph DeConinck, Councilman  
Carie Covell, Councilwoman  
Richard Contreras, Councilman  
Charles Hull, Acting City Manager  
Patti Whitney, City Clerk

MEETINGS ARE HELD IN THE CITY COUNCIL CHAMBER, 235 NORTH BROADWAY, BLYTHE, CALIFORNIA

**AGENDA**  
**BLYTHE CITY COUNCIL MEETING**

**JULY 22, 2008**

**6:00 P.M.**



**CALL TO ORDER:** Mayor Crain

**PLEDGE OF ALLEGIANCE:** by Invitation

**INVOCATION:** by Invitation

**ROLL CALL:**

___ Mayor Robert Crain	___ City Attorney Zundel	___ Public Works Dir. Rodkey
___ Vice Mayor Beverly Mays	___ Acting City Mgr. Hull	___ Planning Director Wellman
___ Councilman DeConinck	___ Treasurer Martin	___ City Engineer Aaby
___ Councilwoman Covell	___ Finance Dir. Colbert	___ Fire Chief Kem
___ Councilman Contreras	___ Police Chief Smith	___ City Clerk Whitney

**ADDED STARTER**

The City Council may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the City Council and/or staff subsequent to the posting of the Agenda. An action adding an item to the Agenda requires a 2/3 vote of the City Council (4 of 5 Councilmembers). If less than 2/3 of the City Council is present, adding an item to the Agenda requires a unanimous vote.

**CONSENT CALENDAR**

*Items on the Consent Calendar are considered routine and will be enacted with one motion of the Council. If any item requires individual consideration, it will be removed from the consent calendar and acted upon separately.*

1. Posting of the Agenda: The summary of agenda items was posted on the bulletin boards on the outside of the public entrance to the Council Chamber and near the inside entrance of the Council Chamber on Thursday, July 17, 2008.
2. Approval of Warrant Registers, 7/17/08, warrants numbered 48693 through 48774 in the amount of \$460,158.83 and 7/17/08, warrants numbered 48775 through 48818 in the amount of \$320,632.64.
3. Approval of Payroll Registers 7/10/08, warrants numbered 40688 through 40703 in the amount of \$7,354.90; 7/18/08, warrants numbered 40704 through 40750 and Direct Deposits numbered 15714 through 15805 in the amount of \$413,861.80.
4. Finance Department Fourth Quarter Investment Report for FY 2007-2008
5. Finance Department Annual Reaffirmation of City Investment Policy
6. Notice of Completion-Curb Ramp Rehabilitation Project on Rice St. between Broadway & 5<sup>th</sup> Ave.
7. Dispatch Services Agreement – Desert Air Ambulance, Inc.
8. City of Blythe Fire Department Monthly Incident and Activity Report for June 2008
9. Blythe Police Department Monthly Activity Report for June 2008.
  - a. Staff Report
  - b. Public Comment
  - c. Recommend Approval of Consent Calendar

**RESOLUTIONS:**

1. **Resolution No. 08-789**, Adopting the Fiscal Year 2008/09 Operating and Capital Budget
  - a. Staff Report
  - b. Public Comment

- c. Recommend Adoption of Resolution No. 08-789  
**RESOLUTION NO. 08-789. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA ADOPTING THE FISCAL YEAR 2008-09 OPERATING AND CAPITAL BUDGET**

**CONTINUED BUSINESS:**

- 1. **Buxton Retail Match List, Public Workshop**
  - a. Staff Report
  - b. Public Comment
  - c. Recommend Direction

**NEW BUSINESS:**

- 1. **Waiver of Banner Permit Fee, St. Joan of Arc Catholic Church**
  - a. Staff Report
  - b. Public Comment
  - c. Recommend Approval to Waive 50% of Fees
- 2. **Restaurant Lease, Blythe Golf Course**
  - a. Staff Report
  - b. Public Comment
  - c. Recommend Approval

**WRITTEN COMMUNICATIONS:**

- 1. **St. Joan of Arc Catholic Church, Bazaar and Carnival**
  - a. Staff Report
  - b. Public Comment
  - c. Receive and File

**REPORTS:**

- 1. **Acting City Manager's Report**
  - a. Staff Report
  - b. Public Comment
  - c. Receive and File
- 2. **Public Works Director Report**
  - a. Staff Report
  - b. Public Comment
  - c. Receive and File

**ORAL REPORTS:**

**PUBLIC COMMENT:**

*Members of the public may address Council on items not covered in the Agenda. Speakers are asked to identify themselves and give their address. Speakers are asked to limit their remarks to 3 minutes in duration.*

**EXECUTIVE SESSION:**

1. **Real Estate Negotiations**, pursuant to Government Code Section 54956.8, Palo Verde Hospital
2. **Personnel**, pursuant to Government Code Section 54957, Bryan Barnes

**ADJOURN:**

The Agenda is now available on the City's Website at <http://www.cityofblythe.ca.gov>

**NOTE TO THE PUBLIC:**



IN COMPLIANCE WITH THE AMERICANS WITH DISABILITY ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT PATTI WHITNEY, CITY CLERK AT (760) 922- 6161 EXT. 241. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING (28 CFR 35.104 ADA TITLE II)

# **CONSENT CALENDAR**

# CITY OF BLYTHE

## INVESTMENT REPORT

FOURTH QUARTER

Fiscal Year 2007-08

June 30, 2008

The City of Blythe has for many years invested all excess cash (cash not needed for daily operations) for all City funds and the Redevelopment Agency with the California State Local Agency Investment Fund (LAIF).

While LAIF offers the City and the Agency liquidity and safety, LAIF investment yield only slightly surpasses U.S. Treasury Bonds. There are more profitable investment instruments on the market, but risk increases with yield.

Attached for your review are copies of the following:

### City of Blythe

- Quarter-end statements from LAIF with accompanying attachments from the State Treasurer's Investment Division
- Quarter-end statement for General Checking Account
- Quarter-end statement for City of Blythe Project Account
- Asset Forfeiture Accounts (use of these funds is restricted)

There are also cash deposits held in trust in a Police "confiscated evidence account." These deposits are not City funds and will eventually be distributed to the owners or other Agencies.

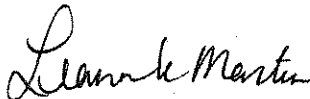
### Redevelopment Agency

- Quarter-end statements from LAIF with accompanying attachments from the State Treasurer's Investment Division
- Quarter-end statement for the Agency Checking Account

There are also cash deposits held in bond reserve accounts with First Trust (formerly Bank of America Trust). Their use is limited to guaranteeing debt service. When the debt is retired (the first in approximately 20 years), any balances will be returned to the Agency.

All investment actions executed since the last report have been made in full compliance with the City's Investment Policy. As required by Government Code Section 53646 (b) (3) to be denoted, the City of Blythe is capable of meeting its expenditure requirements for the next six months.

Respectfully submitted,



Leann Kay Martin  
City Treasurer

OFFICE OF THE TREASURER

SACRAMENTO

Local Agency Investment Fund  
PO Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001  
[www.treasurer.ca.gov/pmia-laif](http://www.treasurer.ca.gov/pmia-laif)

BILL LOCKYER, Treasurer



June, 2008 Statement

CITY OF BLYTHE

Attn: DIRECTOR OF FINANCE  
235 NORTH BROADWAY  
BLYTHE CA 92225

Account Number : [REDACTED]

Account Summary

Total Deposit :	0.00	Beginning Balance :	20,457.79
Total Withdrawal :	0.00	Ending Balance :	20,457.79

**State of California**  
**Pooled Money Investment Account**  
**Market Valuation**  
**6/30/2008**

Carrying Cost Plus								
Description	Accrued Interest	Purch.	Amortized Cost	Fair Value	Accrued Interest			
United States Treasury:								
Bills	\$	2,312,443,125.01	\$	2,320,172,180.56	\$	2,322,171,500.00	NA	
Notes	\$	1,856,992,187.56	\$	1,856,992,187.56	\$	1,845,246,000.00	\$	1,393,338.00
Federal Agency:								
SBA	\$	549,371,844.29	\$	549,371,844.29	\$	547,471,833.88	\$	2,368,449.57
MBS-REMICs	\$	1,118,070,246.70	\$	1,118,070,246.70	\$	1,118,456,356.92	\$	5,302,201.27
Debentures	\$	4,439,717,157.01	\$	4,438,279,136.19	\$	4,452,337,390.75	\$	47,366,843.83
Debentures FR	\$	5,802,436,757.84	\$	5,802,436,757.84	\$	5,801,153,520.00	\$	18,880,314.13
Discount Notes	\$	9,341,696,804.08	\$	9,378,709,211.08	\$	9,375,610,000.00	NA	
FHLMC PC	\$	61,879.64	\$	61,879.64	\$	63,209.45	\$	1,032.22
GNMA	\$	164,130.95	\$	164,130.95	\$	184,368.21	\$	1,627.06
CDs and YCDs FR	\$	200,000,000.00	\$	200,000,000.00	\$	200,000,000.00	\$	1,004,063.39
Bank Notes	\$	880,000,000.00	\$	880,000,000.00	\$	879,919,143.40	\$	3,532,244.44
CDs and YCDs	\$	13,845,097,164.78	\$	13,845,097,164.78	\$	13,842,931,130.85	\$	48,209,495.82
Commercial Paper	\$	9,298,148,431.44	\$	9,327,454,251.14	\$	9,327,169,381.68	NA	
Corporate:								
Bonds FR	\$	110,569,007.03	\$	110,569,007.03	\$	110,167,043.20	\$	329,039.62
Bonds	\$	145,346,355.98	\$	145,300,849.21	\$	146,311,876.53	\$	1,848,810.04
Repurchase Agreements	\$	-	\$	-	\$	-	NA	
Reverse Repurchases	\$	-	\$	-	\$	-	\$	-
Time Deposits	\$	9,393,500,000.00	\$	9,393,500,000.00	\$	9,393,500,000.00	NA	
AB 55 & GF Loans	\$	10,661,771,395.34	\$	10,661,771,395.34	\$	10,661,771,395.34	NA	
TOTAL	\$	69,955,386,487.65	\$	70,027,950,242.31	\$	70,024,464,150.21	\$	130,237,459.39

Fair Value Including Accrued Interest

\$70,154,701,609.60

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (0.999950219). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,999,004.37 or \$20,000,000.00 x 0.999950219.





# STATEMENT OF ACCOUNTS

UNION BANK OF CALIFORNIA  
GOVERNMENT SERVICES- SOUTH 274  
POST OFFICE BOX 513840  
LOS ANGELES CA 90051-3840

Page 1 of 4

\*\* INTEROFFICE MAIL \*\* 4-408

Statement Number: [REDACTED]

05/31/08 - 06/30/08

Customer Inquiries  
800-798-6466

Thank you for banking with us  
since 1967

\*\* INTEROFFICE MAIL \*\* 4-408  
CITY OF BLYTHE  
GENERAL ACCOUNT  
WILL CALL

■ Now when you pay bills through Internet Business Banking you can keep better records with the new Memo Field. Include brief details, such as invoice numbers, with each online payment or transfer transaction. Your vendors will see this information on the payment stub when the payment is sent by check. If you're not already benefiting from the advantages of Internet Business Banking, enroll today at [unionbank.com/ibb](http://unionbank.com/ibb).

## Public Fund Checking Summary

Account Number: [REDACTED]

Days in statement period: Days in statement period: 31

Balance on 5/31	\$	332,878.65	
Total Credits		1,123,559.15	2,833,204.72 +
Deposits (19)	1,049,905.28		58,564.24 -
Electronic credits (4)	66,622.56		Depos Trans 95,299.16 -
Other credits (2)	7,031.31		1,581,448.82 -
Total Debits		-1,612,120.93	51,730.86 -
Checks paid (13)	-133,313.54		1,046,161.64 *
Electronic debits (5)	-150,288.87		
ZBA debits (37)	-1,320,460.60		
Other debits (7)	-8,057.92		
Balance on 6/30	\$	-155,683.13	1,046,161.64 +
			May Dep 77,397.51 +
			1,123,559.15 *

## CREDITS

### Deposits including check and cash credits

Date	Description/Location	Reference	Amount
6/2	NIGHT DROP DEPOSIT	44127265 \$	77,397.51
6/3	NIGHT DROP DEPOSIT	44265706	28,347.18
6/4	NIGHT DROP DEPOSIT	46436242	44,737.23
6/6	NIGHT DROP DEPOSIT	47743860	53,565.64
6/6	NIGHT DROP DEPOSIT	47744206	210,926.43
6/9	NIGHT DROP DEPOSIT	44637733	36,820.80
6/10	NIGHT DROP DEPOSIT	47058973	83,045.96
6/11	NIGHT DROP DEPOSIT	44842552	78,956.35
6/13	NIGHT DROP DEPOSIT	44079679	27,698.44
6/13	NIGHT DROP DEPOSIT	44079475	41,295.47
6/16	OFFICE DEPOSIT	46374798	48,436.02
6/18	NIGHT DROP DEPOSIT	47580902	16,225.12
6/18	NIGHT DROP DEPOSIT	47580967	44,708.91
6/19	NIGHT DROP DEPOSIT	46646262	10,692.78
6/20	NIGHT DROP DEPOSIT	47713984	179,521.62
6/23	NIGHT DROP DEPOSIT	47878376	29,392.35
6/25	NIGHT DROP DEPOSIT	47068639	6,628.29
6/25	NIGHT DROP DEPOSIT	47068564	21,316.96



# STATEMENT OF ACCOUNTS

UNION BANK OF CALIFORNIA  
GOVERNMENT SERVICES- SOUTH 274  
POST OFFICE BOX 513840  
LOS ANGELES CA 90051-3840

Page 1 of 1  
\*\* INTEROFFICE MAIL \*\* 4-408  
Statement Number: [REDACTED]  
05/31/08 - 06/30/08

Customer Inquiries  
800-798-6466

Thank you for banking with us  
since 1967

\*\* INTEROFFICE MAIL \*\* 4-408  
CITY OF BLYTHE  
PROJECT ACCOUNT  
WILL CALL

■ Now when you pay bills through Internet Business Banking you can keep better records with the new Memo Field. Include brief details, such as invoice numbers, with each online payment or transfer transaction. Your vendors will see this information on the payment stub when the payment is sent by check. If you're not already benefiting from the advantages of Internet Business Banking, enroll today at [unionbank.com/ibb](http://unionbank.com/ibb).

## Business MoneyMarket Account Summary

Account Number: [REDACTED]

Days in statement period: Days in statement period: 31

Balance on 5/31	\$	91,058.91
Total Credits		11.75
Other credits (1)	11.75	
Total Debits		0.00
Balance on 6/30	\$	91,070.66

<b>Interest</b>	
Paid this period	\$ 11.75
Paid year-to-date	\$ 116.42
<b>Interest Rates</b>	
6/2/08-6/30/08	0.15%

## CREDITS

### Other credits and adjustments

Date	Description/Location	Reference	Amount
6/30	INTEREST PAYMENT		\$ 11.75

## DEBITS

### Daily Ledger Balance

Date		Ledger Balance	Date		Ledger Balance
6/2-6/29	\$	91,058.91	6/30	\$	91,070.66



# STATEMENT OF ACCOUNTS

UNION BANK OF CALIFORNIA  
GOVERNMENT SERVICES- SOUTH 274  
POST OFFICE BOX 513840  
LOS ANGELES CA 90051-3840

Page 1 of 1  
CITY OF BLYTHE  
Statement Number: [REDACTED]  
05/31/08 - 06/30/08

Customer Inquiries  
800-798-6466

Thank you for banking with us  
since 1967

CITY OF BLYTHE  
ASSETT FORFEIT ACCOUNT  
240 N SPRING ST  
BLYTHE CA 92225-1635

■ Now when you pay bills through Internet Business Banking you can keep better records with the new Memo Field. Include brief details, such as invoice numbers, with each online payment or transfer transaction. Your vendors will see this information on the payment stub when the payment is sent by check. If you're not already benefiting from the advantages of Internet Business Banking, enroll today at [unionbank.com/ibb](http://unionbank.com/ibb).

## Business MoneyMarket Account Summary

Account Number: [REDACTED]

Days in statement period: Days in statement period: 31

Balance on 5/31	\$	20,499.52
Total Credits		2.64
Other credits (1)	2.64	
Total Debits		0.00
Balance on 6/30	\$	20,502.16

Interest		
Paid this period	\$	2.64
Paid year-to-date	\$	37.56
Interest Rates		
6/2/08-6/30/08		0.15%

## CREDITS

### Other credits and adjustments

Date	Description/Location	Reference	Amount
6/30	INTEREST PAYMENT		\$ 2.64

## DEBITS

### Daily Ledger Balance

Date		Ledger Balance	Date		Ledger Balance
6/2-6/29	\$	20,499.52	6/30	\$	20,502.16

**Rabobank**

Last statement: May 30, 2008  
This statement: June 30, 2008  
Total days in statement period: 31

Page 1 of 1

(0)

Direct inquiries to:  
888-945-6600

BLYTHE POLICE DEPARTMENT  
FEDERAL ASSET FORFEITURE ACCOUNT  
235 N BROADWAY  
BLYTHE CA 92225-1609

Rabobank  
149 E Hobsonway  
Blythe CA 92225

## Public Money Market

Account number	[REDACTED]	Beginning balance	\$10,789.15
Avg collected balance	\$10,789.00	Total additions	2.29
Interest paid year to date	\$27.65	Total subtractions	0.00
		Ending balance	\$10,791.44

### CREDITS

Date	Description	Additions
06-30	Interest Credit	2.29

### DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
05-30	10,789.15	06-30	10,791.44		

### INTEREST INFORMATION

Annual percentage yield earned	0.25%
Interest-bearing days	31
Average balance for APY	\$10,789.15
Interest earned	\$2.29

Thank you for banking with Rabobank



**OFFICE OF THE TREASURER**

SACRAMENTO

Local Agency Investment Fund  
PO Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001  
[www.treasurer.ca.gov/pmia-laif](http://www.treasurer.ca.gov/pmia-laif)



June, 2008 Statement

BLYTHE REDEVELOPMENT AGENCY

Attn: DIRECTOR OF FINANCE  
235 NORTH BROADWAY  
BLYTHE CA 92225

Account Number : XXXXXXXXXX**Account Summary**

Total Deposit :	0.00	Beginning Balance :	10,733,261.77
Total Withdrawal :	0.00	Ending Balance :	<b>10,733,261.77</b>



**Rabobank, N.A.**

Notice: See reverse side for important information

**Rabobank**

Last statement: May 30, 2008  
This statement: June 30, 2008  
Total days in statement period: 31

Page 1 of 1  
(0)



BLYTHE REDEVELOPMENT AGENCY  
235 N BROADWAY  
BLYTHE CA 92225-1609

Direct inquiries to:  
888-945-6600

Rabobank  
149 E Hobsonway  
Blythe CA 92225

## Public Interest Checking

Account number	0011505899	Beginning balance	\$59,872.66
Avg collected balance	\$59,872.00	Total additions	5.09
Interest paid year to date	\$318.03	Total subtractions	0.00
		Ending balance	\$ 59,877.75

### CREDITS

Date	Description	Additions
06-30	Interest Credit	5.09

### DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
05-30	59,872.66	06-30	59,877.75		

### INTEREST INFORMATION

Annual percentage yield earned	0.10%
Interest-bearing days	31
Average balance for APY	\$59,872.66
Interest earned	\$5.09

*Thank you for banking with Rabobank*



# BLYTHE CITY COUNCIL

TO: City Manager for City Council Consideration

FROM: City Treasurer

DATE: July 22, 2008

SUBJECT: Annual Reaffirmation of City Investment Policy

## BACKGROUND:

Government Code Section 53646 requires that an entity's investment policy be reviewed by the legislative body on an annual basis. State law requires a monthly (or quarterly) report to the City Council on the City's investment portfolio. The policy as presented requires the investment report to be presented to the City Council quarterly.

Currently, and for the past several years, the City of Blythe's cash in excess of current operating requirements has been invested with the State of California Local Agency Investment Fund (LAIF). A copy of the monthly statements from LAIF for both the City and the Redevelopment Agency will provide the bulk of the required report until such time as the City invests in other instruments.

The attached investment policy, as presented, conforms to the restrictions and guidelines of Government Code Section 53600.

## RECOMMENDATION

It is recommended the City Council re-adopt the investment policy for Fiscal Year 2008-09.

Respectfully submitted,



Leann Martin  
City Treasurer

CONCUR:



Charles Hull, Acting City Manager

# CITY OF BLYTHE

## INVESTMENT POLICY

Fiscal Year 2008-09

The purpose of this policy statement is to identify and document various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities which comprise good cash management include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost effective banking relations, and a short-term borrowing program which coordinates working capital requirements and investment opportunity. In concert with these requirements are the many facets of an appropriate and secure short-term investment program.

It is intended that this policy cover all funds and investment activities under the direct authority of the City of Blythe pursuant to Government Code Section 53601.

### Objectives:

- A. **Safety:** It is the primary duty of and the responsibility of the city treasurer to protect, preserve and maintain cash and investments placed in his/her trust on behalf of the citizens of the community.
- B. **Liquidity:** An adequate percentage of the portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis should be on marketable securities with low sensitivity to market risk.
- C. **Yield:** Yield should become a consideration only after the basic requirements of safety and liquidity have been met.
- D. **Market-Average Rate of Return:** The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and State and local laws, ordinances or resolutions that restrict investments.
- E. **Diversification:** The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.
- F. **Prudence:** The agency adheres to the guidance provided by the "prudent man rule", which obligates a fiduciary to insure "...investments shall be made with the exercise of that degree of judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probable income to be derived."
- G. **Public Trust:** All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. In a



diversified portfolio it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

The City Manager shall be charged with overall management of the investment program, the Director of Finance shall be delegated responsibility for the day-to-day investment activities.

The City Council advocates an active investment posture depending on the expertise of staff, size of the investment portfolio and the cost/benefit ratio.

Government Code Section 53601 lists, subject to restrictions, those investments local agencies may legally purchase:

- a. Bonds issued by it
- b. United States Treasury notes, Treasury bonds, 13 or 26 week Treasury bills or those for which the faith and credit of the United States are pledged for the payment of principal and interest
- c. Registered state warrants or treasury notes of this State
- d. Bonds, notes, registered warrants of any local agency within this State
- e. Obligations fully guaranteed by the Federal National Mortgage Association or other instruments issued by a federal agency or a United State government-sponsored enterprise
- f. Bills of exchange or time drafts known as bankers acceptances which are eligible for purchase by the Federal Reserve System
- g. Commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service or Standard and Poor's Corporation
- h. Negotiable certificates of deposit issued by a nationally or state chartered bank or state of federal association with certain restrictions
- i. Repurchase agreements or reverse repurchase agreements. Investments in reverse repurchase agreements may only be made with prior approval of the City Council

The listed investment instruments are relatively short term and liquid. The government code authorizes several other types of instruments which are longer term and not suited to City of Blythe investment program at this time.

A system of internal controls is in place which is designed to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City. These controls include control of collusion, separation of duties, separating transaction authority from accounting and record-keeping, custodial safekeeping, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized Investment Officials, documentation of transactions and strategies, and code of ethics standards.

In selecting financial institutions for the deposit or investment of the public's funds, the Director of Finance shall consider the creditworthiness of institutions. The Director of Finance shall continue to monitor financial institutions' credit characteristics throughout the period in which the City's funds are deposited and invested.

The City of Blythe recognizes that investment risks can result from issuer

defaults, market price changes or various technical complications leading to temporary liquidity. Portfolio diversification is employed as a way to control risk. Investment managers are expected to display prudence in the selection of securities, as a way to minimize default risk. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. The Director of Finance shall periodically establish guidelines and strategies to control risks of default, market price changes and liquidity.

In addition to these general policy considerations, the following specific policies will be strictly observed.

- A. All transactions will be executed on a delivery versus payment basis.
- B. A competitive bid process, when practical, will be used to place all investment purchases.

All investment transactions will meet the collateralization and safekeeping requirements of Government Code Sections 53652, 53656 and 53658.

H. Reporting: In accordance with California Government Code Section 53646(b)(1), the Director of Finance will submit to each member of the City Council a quarterly investment report. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for the City of Blythe by third party contracted managers. The report shall also include the source of the portfolio valuation. As specified in Government Code Section 53646(e) if all funds are placed in LAIF, FDIC-insured accounts and/or in a county investment pool, the foregoing reports elements may be replaced by copies of the latest statements from institutions. The report must also include a certification that (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy and, (2) the City of Blythe will meet its expenditure obligations for the next six months as required by Government Code Sections 53646(2) and (3) respectively. The Director of Finance shall maintain a complete and timely record of all investment transactions.

The City of Blythe Investment Policy will be reviewed by the Director of Finance, updated as needed, and submitted to the City Council annually.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:  City Clerk City of Blythe 235 North Broadway Blythe, CA 92225	SPACE ABOVE FOR RECORDERS USE ONLY
--	------------------------------------

EXEMPT RECORDING FEE § 27383

## NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate below in the property hereinafter described:
- The full name of the owner is: City of Blythe
- The full address of the owner is: 235 North Broadway Blythe, California 92225
- The nature of the interest or estate is in fee. \_\_\_\_\_  
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any who hold title with the undersigned as joint tenants in common are:  

Names	Addresses
None	
- A work of improvement on the property hereinafter described was completed on 6/20/08. The work was:  
The City of Blythe Curb Ramp Rehabilitation Project 2008 which consisted of the construction of new concrete accessibility ramps along Rice Street between Broadway and 5<sup>th</sup> Avenue.
- The name of the contractor, if any, for such work of improvement was:  
Contreras Construction Co., 81-149 Indio Blvd., Indio, CA 92201
- The property on which said work of improvement was completed is in the City of Blythe, California, County of Riverside, State of California, and is described as follows:  
Public right-of-way known as Rice Street between Broadway and Fifth Avenue as shown in Map Book 23, Page 6 (Blocks 3 & 6, Walsh Resubdivision) dated April 1948.
- The street address of said property is: None  
(If no street address has been officially assigned, insert "none")

Attest: City Clerk

By: \_\_\_\_\_  
Robert Crain, Mayor  
City of Blythe

## VERIFICATION

I, the undersigned, say: I am the Mayor of the City of Blythe the Declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same of my own knowledge.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2008, at Blythe, California

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)



# BLYTHE POLICE DEPARTMENT

240 NORTH SPRING STREET • BLYTHE, CALIFORNIA 92225 • (760) 922-6111

## DISPATCH SERVICES AGREEMENT

**THIS AGREEMENT** is entered into in the State of California, County of Riverside, by and between the City of Blythe Police Department, hereafter called the Police Department and Desert Air Ambulance Incorporated, 140 North Broadway, Blythe California, 92225. Telephone: (760) 922-5911.

### **IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, Desert Air Ambulance Incorporated desires to contract with the Police Department for Dispatch Services; **AND**

**WHEREAS**, the Police Department can provide dispatch service to Desert Air Ambulance Incorporated;

**NOW, THEREFORE**, the parties hereto agree as follows:

### **I. RELATIONSHIP OF PARTIES**

The Police Department shall provide dispatch services to Desert Air Ambulance Incorporated. The Police Department will be responsible for receiving the request for Desert Air Ambulance Incorporated. The Police Department Clerk/Dispatcher will contact the on-call Nurse, Paramedic and Pilot. The Police Department Clerk/Dispatcher will be responsible for contacting an ambulance to pick-up the air team and the patient to transport them to and from the hospital and the airport. The flight team will stay in contact with the Police Department Clerk/Dispatcher until they have returned to their home base. The Police Department Clerk/Dispatcher will document all times given by the team.

### **II. COMPENSATION**

The Blythe Police Department shall charge Desert Air Ambulance Incorporated a fee of \$5,500.00 (Five thousand, five hundred dollars) annually for dispatching services beginning July 01, 2008. Payments shall be made quarterly in the amount of \$1,375.00 (One thousand, three hundred and seventy-five dollars) to the City of Blythe. Failure to make said payments shall be grounds for terminating this agreement.

### III. TERM AND TERMINATION


The term of this agreement shall be for a period of two (2) years commencing July 01, 2008. Notwithstanding the foregoing, this agreement may be terminated at any time, with or without cause by, the Blythe Police Department or by Desert Air Ambulance Incorporated, upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. Any such termination date shall coincide with the end of the calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date specified for such termination.

### IV. INDEMNIFICATION

Desert Air Ambulance Incorporated agrees to indemnify, defend and hold harmless the City of Blythe and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Desert Air Ambulance Incorporated or designee's negligent acts, errors or omissions, including, but not limited to, acts, errors or omissions concerning air ambulance services.

### V. FULL UNDERSTANDING


This agreement represents the full and complete understanding of the parties with respect to the subject matter hereto and this Agreement supersedes all prior oral and written agreements or understanding between the parties with respect to the subject matter hereto. This Agreement shall be governed by the laws of the State of California. The venue for any lawsuit pertaining to this Agreement shall be the Superior Court of California, County of Riverside, Riverside Division. Any amendments to this Agreement shall be in writing and signed by both parties.

By:   
Steve Smith  
Chief of Police  
City of Blythe

Date: 7-2-08

By:   
Jeff Gatchell  
Desert Air Ambulance Inc.

Date: 07-02-08

By:   
Trina Sartin  
Desert Air Ambulance Inc.

Date: 7-16-08

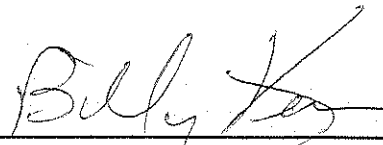
**CITY OF BLYTHE FIRE DEPARTMENT  
MONTHLY INCIDENT AND ACTIVITY REPORT**

**June 2008**

<b><u>Incident</u></b>	<b><u>Total</u></b>
Brush, Grass, Leaves, Trees	6
Trash, Rubbish	1
Vehicle	3
Structure	4
Chemical Spill	1
Transformer	1
Bees	9
Arching Elec. Equipment	1
Controlled Burn	1
<b><u>Total Incidents</u></b>	<b>27</b>

<b><u>Activity</u></b>	
Drills	4
Pump Training	1
Air Pack Training	1
Officers Meeting	1
Repairs	1
<b><u>Total Activities</u></b>	<b>7</b>

**Respectfully Submitted**

  
\_\_\_\_\_  
**Billy Kem, Fire Chief**

**Blythe Police Department  
Monthly Activity Report  
June 2008**

ACTIVITY	TOTAL	YTD
Police Officer Activity	1,630	10,217
Animal Control Activity	183	940
Ambulance Dispatch	218	1,258
Air Ambulance Dispatch	19	141
Fire Dispatch	23	84
<b>Total Calls for Service</b>	<b>2,073</b>	<b>12,640</b>
 <b>Traffic Accidents</b>	 <b>27</b>	 <b>157</b>
Hit and Run	6	29
Injury Traffic Accidents	2	23
Number of persons injured	2	30
 <b>Arrests</b>	 <b>79</b>	 <b>481</b>
Adults Arrested	70	422
Juveniles Arrested	9	59
Warrant Arrests	35	154
 <b>Citations</b>	 <b>54</b>	 <b>477</b>
Traffic	48	435
Harbor & Navigation	3	7
Parking	2	25
Municipal Code	1	10
 <b>9-1-1 Calls</b>	 <b>524</b>	 <b>2,773</b>
 <b>Department Miles</b>	 <b>31,040</b>	 <b>147,000</b>
 <b>Department Hours</b>	 <b>6469.5</b>	 <b>37,888.75</b>
Regular Hours	5913	35,427.25
Workers Compensation Time	0	164
Vacation Time	153.5	1,210.5
Holiday Time	0	208
Sick Time	177.5	952.5
Overtime	556.5	2,761.5
Training	446	1,480.5
Other	200	1,448

# June 2008

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 2 helmets fitted/distributed	3	4	5	6 6 helmets fitted/distributed PAL Softball Tournament	7 PAL Softball Tournament
8 PAL Softball Tournament	9	10	11	12	13 7 helmets fitted/distributed	14
15	16	17 PAL Diamondbacks Baseball Trip 42 Youth	18 Blythe PAL Board Meeting	19	20	21
22	23	24	25	26	27	28
29	30					

Plan further ahead with the [CalendarsThatWork.com](http://CalendarsThatWork.com) Premium Membership



**BLYTHE POLICE DEPARTMENT**  
**Code Section Tally from 6/ 1/2008 to 6/30/2008**

Code Section	Description	Number of Occurrences
10851(A) VC	TAKE VEHICLE W/O OWNER'S CONSENT/VEH	1
11550 HS	UNDER INFLUENCE CONTROLLED SUBSTAN	1
11550(A) HS	Under influence/addict	1
11590 HS	Narcotic Offender Required to Register	4
122335(B) HS	PERSON TETHER/ETC DOG	1
12500(A) VC	Unlicensed driver	7
14601(A) VC	Drive/suspended license/reckless drvr	1
14601.1(A) VC	DRIVERS LICENSE SUSPENDED OR REVOKE	2
14601.2(A) VC	DRIVE WHILE LICENSE SUSPENDED FOR DU	1
148.5(A) PC	FALSE REPORT OF CRIME	1
16028(A) VC	FAIL TO PROVIDE EVIDENCE FINANCIAL RES	2
166.4 PC	Disobey court order/process	1
20002 VC	Hit and run	4
20002(A) VC	Hit and run,property	2
207 PC	KIDNAPPING	1
21367(C) VC	FAILURE TO COMPLY/TRAFFIC CONTROL	1
21453A VC	Stop for red signal	2
21464A VC	Interference with traffic device	1
21954(A) VC	Pedestrian yield when not in crosswalk	2
22350 VC	Unsafe speed	8
22450(A) VC	FAILURE TO STOP AT LIMIT LINE	2
22502(A) VC	Park parallel/rt tires w/in 18" of curb	2
22651(B) VC	Obstructing traffic/hazard on highway	1
22651(O) VC	Storage/Expired Registration	1
23152(A) VC	DUI alcohol and/or drugs	6
242 PC	Battery	9
24252A VC	Maintain lighting devices in good repair	1
243(E)(1) PC	BATTERY ON NONCOHIBITATING FORMER S	6
245(A)(1) PC	Assault with a deadly weapon/GBI likely	2
24600B VC	Two taillamps required	1
27002 VC	Siren unlawful	1
273.5(A) PC	Inflict injury on spouse	1
273.6(A) PC	Violate court order preventing domestic	2
27315(D)(1) VC	Seat belts priv pass veh,4 yrs and over	19

# BLYTHE POLICE DEPARTMENT

## Code Section Tally from 6/ 1/2008 to 6/30/2008

Code Section	Description	Number of Occurences
27315(E) VC	PASS 16 AND OVER W/OUT SEAT BELT	2
27360(A) VC	CHILD PASSENGER RESTRAINT SYSTEM	3
273A(B) PC	CHILD CRUELTY/WILLFUL	1
288 PC	CRIMES AGAINST CHILDREN/LEWD OR LASC	1
288(A) PC	L & L acts with child under 14	1
4000(A)(1) VC	Unregistered vehicle	1
422 PC	Terrorist threats	1
452(D) PC	Arson/Property	3
4573 PC	BRING CONT. SUBS. INTO PRISON	1
459 PC	Burglary	7
476 PC	Fictitious checks	1
487 PC	Grand theft/unspecified	2
488 PC	Petty theft	20
490.5 PC	Petty theft/retail merchandise	4
503/F PC	Embezzlement	1
5150 WI	Psychiatric Detention	11
5201 VC	License plates	1
537(A)(2) PC	Defrauding an innkeeper(over \$400)	1
594(2)(A) PC	vandalism less than \$400	1
594(A)(1) PC	Vandalism, defacing w/paint, liquid	15
594(B)(1) PC	Vandalism (\$400 or more)	5
594(B)(2) PC	Vandalism (less than \$400.00)	14
6.16.030(A) BMC	DOGS AT LARGE (LOOSE)	13
601/R WI	*Runaway	7
602 PC	Trespass	3
602.5 PC	Enter dwelling unlawfully	1
647(F) PC	Under influence	7
653M PC	Annoying telephone calls	4
655(E) HN	USE WATERCRAFT WHILE UNDER INFLUENC	1
664/211 PC	Attempted robbery	1
664/459 PC	Attempt burglary-not specified	1
666 PC	Petty theft w/prior	1
9.72.030 BMC	LOITERING PUBLIC PLACE (CURFEW)UND 18	2
9850 VC	Required boat certificate and number	2

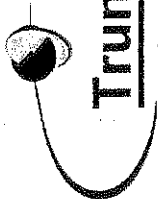
# BLYTHE POLICE DEPARTMENT

## Code Section Tally from 6/ 1/2008 to 6/30/2008

Code Section	Description	Number of Occurrences
ACC/NR	Accident: no report filed	11
ACI	Injury Accident	2
ACN	Non-Injury Accident	7
ACNC	ACCIDENT- NON-INJURY/CITATION ISSUED	1
ADM	Administrative Detail	12
AIR	AIR AMBULANCE/ CC GROUND TRANSPORT	19
ALC	Commercial Alarm	33
ALF	ALARM/FIRE	2
ALR	Residential Alarm	11
AN1	DEAD DOG	2
AN2	DEAD CAT	12
ANA	DOG BITE/SCRATCH	2
ANC	Cat Pick Up	53
AND	Dog Pick Up	13
ANE	OTHER ANIMAL P/U	4
ANF	Animal Case Work	63
ANW	ANIMAL VIOLATION WARNING	10
AOD	ASSISTING OTHER AGENCIES	22
ASC	Citizen Assist	3
ATC	Attempt to Contact	8
ATL	Attempt to Locate	16
BC	BAR CHECK	9
CIV	Civil Problem/Standby/etc.	72
CPO	CRIMINAL PROTECTIVE ORDER (136.2(G) PC	3
FD	FLAG DOWN	15
FIR	FIRE DEPT DISPATCH	23
FU	Follow-up Casework	68
HAZ	Street or traffic equipment hazard	26
INF	Information Report	77
JUV	Juvenile Problem	54
LOI	Loitering Complaint	5
LOST/STOL PROP	LOST OR STOLEN PROPERTY	4
MD	MEDICAL AID	218
MIS	Missing Person Investigation	2

**BLYTHER POLICE DEPARTMENT**  
**Code Section Tally from 6/ 1/2008 to 6/30/2008**

Code Section	Description	Number of Occurrences
NEI	Neighborhood Dispute	1
OD	OPEN DOOR	7
OVP	Overdue Person	1
PC	PROPERTY CHECK	164
PD	PEDESTRIAN CHECK	54
PRF	Found Property	9
PRF CNTB	FOUND CONTRABAND PROPERTY	1
PRL	Lost Property	3
PROB/PAR SEARCH	PROBATION/PAROLE SEARCH	6
PS	PUBLIC/COMMUNITY SERVICE	46
RD TG	RED TAG VEH/72 HR REMOVAL WARNING	14
SUB	Subpoena service	1
SUS	Suspicious person/vehicle/circumstance	191
T	TRAFFIC STOPS	13
TRO	Temporary Restraining Order	7
TW	Traffic stop-Warning	130
UNA	Unattended Death	2
VC	VEHICLE CHECK	88
VEH REPO	VEHICLE REPOSSESSION	7
VERB	verbal/noise disturbance	126
VS	WATER VESSEL STOP	5
WAR	Warrant service	37
WC	WELFARE CHECK	26
WS	ATT/WARRANT SERVICE	10
WVA	BOATING/WATER VESSEL ACTIVITY	1
WWV	WATER VESSEL WARNING	3
GRAND TOTAL		2,073



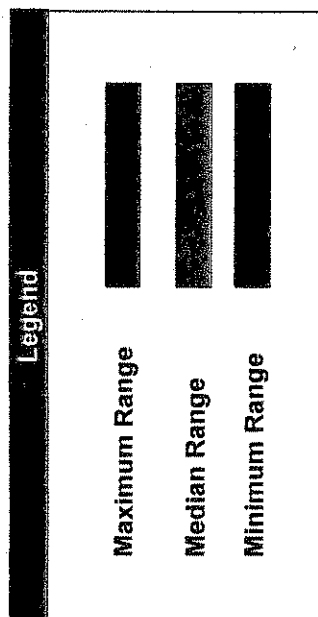
# Trunk & Line Utilization

From: 06/01/2008 00:00:00  
To: 06/30/2008 23:59:59

## Report Summary

Trunk & Line Description	Call Count	Graphical Representation
Admin2	3494	
Admin3	868	
911-2	263	
911-1	261	
Admin4	200	
Admin9	51	
Admin7	49	
Admin6	30	
Admin5	23	
Admin8	14	
Admin1	6	

Statistics	
Min:	6
Max:	3494
Mean:	478.09
Standard Deviation:	983.09
Count:	11
Sum:	5259
Range:	3488
Median:	51



**BLYTHE POLICE DEPARTMENT**  
**UNIT MILEAGE**  
 July 1, 2008

UNIT	LICENSE PLATE #	ENDING MILEAGE	STARTING MILEAGE	TOTAL MILES DRIVEN
95-019 (INV UNIT X26)	3MKC327	152582	152436	146
97-034 (TRAVEL UNIT- SILVER)	3WIE068	136119	134370	1749
97-035 (INV UNIT X150)	3WIB032	123209	121248	1961
98-036 (BNET TAHOE)	5RIR968	77627	76563	1064
99-039 (MARKED UNIT)	1086958	109138	107409	1729
99-040 (INV UNIT X46)	4GYB239	68981	67795	1186
99-041 (X2 UNIT)	4GYB245	86680	82981	699
01-044 (MARKED UNIT)	1104420	147725	146339	1386
01-045 (INV TAHOE X106)	1104421	67939	66596	1343
01-046 (X3 TAHOE)	4RWF398	79300	78826	474
03-053 (MARKED UNIT)	1176836	94838	90635	4203
05-057 (ACO)	1188458	46472	45202	1270
05-058 (MARKED UNIT)	1205874	68189	66314	1875
04-059 (X1 UNIT)	5GSD447	25706	25287	419
06-060 (MARKED UNIT)	1227091	58191	54961	3250
06-062 (CSO VAN)	1244576	1443	1375	68
06-063 (CSI UNIT)	1159918	2087	2016	71
06-064 (MOTORCYCLE)	23L04	8173	8173	0
07-065 (MARKED UNIT)	1251472	31768	29720	2048
08-066 (MARKED UNIT)	1275102	18958	16372	2586
08-067 (MARKED UNIT)	1275101	18441	14927	3514
<b>TOTAL</b>				<b>31040</b>

**BLYTHE POLICE DEPARTMENT**  
**MONTHLY PAYROLL STATISTICS**  
**HOURS WORKED**

	Jun-08				
<b>**EXCLUDES LT, CAPT. &amp; COP</b>	<b>SWORN</b>	<b>NON-SWORN</b>			
REGULAR HOURS	3906	2007			
WORKMAN'S COMP	0	0			
VACATION	70	83.5			
HOLIDAY	0	0			
SICK	84	93.5			
BANKED OT	23.5	4			
OT	462.25	66.75			
COURT	26	0			
OFFSITE TRAINING	72	120			
ONSITE TRAINING	178	76			
COMP USED	0	0			
ADMIN/TIME OFF	0	24			
ADMIN LEAVE	0	0			
BEREAVEMENT LEAVE	0	0			
JURY DUTY	0	0			
DISABILITY	0	176			
<b>TOTAL HOURS WORKED</b>	<b>6469.50</b>				
<b>WORKERS COMP</b>	<b>0.00</b>				
<b>VACATION TIME</b>	<b>153.50</b>				
<b>HOLIDAY</b>	<b>0.00</b>				
<b>SICK TIME</b>	<b>177.50</b>				
<b>OVERTIME</b>	<b>556.50</b>				
<b>TRAINING</b>	<b>446.00</b>				
<b>OTHER</b>	<b>200.00</b>				

# **RESOLUTIONS**



# BLYTHE CITY COUNCIL

TO: Mayor and City Council  
FROM: Helen Colbert, Director of Finance  
DATE: July 22, 2008  
SUBJECT: Resolution No. 08-789 Adopting the Fiscal Year 2008/09  
Operating And Capital Budget

## BACKGROUND

A budget study session was initially scheduled for July 14<sup>th</sup> but had to be changed to July 21<sup>st</sup> which would not allow time to prepare a staff report and Resolution for adoption for tonight's meeting. With vacation schedules and our forty-five day limit in which to adopt a budget, it was necessary to include in the agenda a resolution for adoption of the budget. Should there be any changes to the budget as a result of the Budget Study Session scheduled for Monday, July 21, 2008, a corrected Resolution with Exhibits will be handed to Council prior to the meeting.

## RECOMMENDATION

Staff recommends the City Council adopt Resolution No. 08-789 approving the Fiscal Year 2008/09 Operating and Capital Budget.

Respectfully submitted,

CONCUR:



Helen Colbert  
Director of Finance



Charles Hull, Acting City Manager

**RESOLUTION 08-789**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF BLYTHE, CALIFORNIA  
ADOPTING THE FISCAL YEAR 2008-09  
OPERATING AND CAPITAL BUDGET**

**THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA DOES HEREBY  
RESOLVE AS FOLLOWS:**

**SECTION 1. That the Fiscal Year 2008-09 Operating and Capital Budget for all  
budgetary funds combined, in the amount of \$35,444,773 as reflected in Exhibits  
A through G is hereby adopted.**

**PASSED, APPROVED and ADOPTED this 22nd day of July 2008 by the  
following roll call vote to wit:**

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**Robert Crain, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Patti Whitney, City Clerk**

**(SEAL)**

CITY OF BLYTHE  
ANNUAL OPERATING BUDGET  
FISCAL YEAR 2008/09

EXHIBIT A

ANALYSIS OF FUND BALANCE

	ESTIMATED BEGINNING FUND BALANCE	PROJECTED REVENUES	OPERATING TRANSFERS IN	INTERFUND LOANS IN	EQUITY TRANSFERS IN	ESTIMATED TOTAL AVAILABLE	ESTIMATED EXPENDITURES	OPERATING TRANSFERS OUT	INTERFUND LOANS OUT	EQUITY TRANSFERS OUT	ESTIMATED ENDING FUND BALANCE
<b>GENERAL FUND:</b>	0	10,539,113	701,700		350,000	11,590,813	10,152,927	1,556,257			-218,411
<b>SPECIAL REVENUE FUNDS:</b>											
Development Impact Fees	11,200	10,000				21,200					21,200
Capital Imprvmnt Fee Fund	155,345	25,000				180,345					180,345
Lighting District	-41,600	130,035	50,000			138,435	176,210				-37,775
Landscape Districts	-8,000	34,000	25,000			51,000	63,749				-12,749
Asset Forfeiture	31,090	200				31,290					0
Traffic Safety Fund	94,000	108,400				202,400	175,000				27,400
State Gas Tax Fund	-98,000	480,718				382,718	628,787				-246,069
Local Transportation Fund	-680,000	237,000	235,000			-208,000	502,503				-710,503
Measure A Sales Tax	2,500,000	2,132,605				4,632,605	50,000	3,006,605			1,576,000
AB 2766 Air Quality Imp	20,000	393,500				413,500		400,000			13,500
SB 821 Grant Fund	0	0	0			0					0
Comm Dev Bk Grant	0	234,660				234,660	33,000	201,660			0
Traffic Congst/Streets & Roads	400,000	5,000				405,000					405,000
Total Special Revenue Funds:	2,384,035	3,781,118	310,000			6,485,153	1,485,539	3,783,265	0	0	1,216,349
<b>ENTERPRISE FUNDS:</b>											
Water Utility	375,000	4,338,600				4,713,600	4,622,079	66,712			24,809
Sewer Utility	110,000	2,848,792				2,958,792	2,905,177	52,520			1,095
Solid Waste	100,000	2,343,335				2,443,335	2,273,298			100,000	70,037
Municipal Golf Course	-990,000	665,135	250,000			-74,865	1,016,923	7,225			-1,099,013
Blythe Municipal Airport	0	101,600				101,600	123,424				-21,824
Total Enterprise Funds	-405,000	10,297,462	250,000		0	10,142,462	10,940,901	126,457	0	100,000	-1,624,896
Total All Operating Funds:	1,979,035	24,617,693	1,261,700		350,000	28,218,428	22,579,367	5,566,019	0	100,000	-26,958
<b>MEMO FUNDS</b>											
<b>Capital Projects Funds</b>											
General Capital Projects		443,292	392,200			835,492	835,492				0
Street Capital Projects		25,000	2,571,605			2,596,605	2,596,605				0
Park Projects		0	701,660			701,660	701,660				0
Total Capital Projects	0	468,292	3,665,465		0	4,133,757	4,133,757	0	0	0	0
<b>Internal Service Funds</b>											
Central Communications	6,700	100				6,800	5,700				1,100
Building Maintenance	-50,000		513,438			463,438	457,906				5,532
Central Garage	-250,000	980,505				730,505	1,135,856	2,200			-407,551
Risk Management	22,000		269,850			291,850	291,660				190
Unemployment Comp	40,000	53,500				93,500	20,000			50,000	23,500
Workers Compensation	300,000	710,000				1,010,000	397,400			300,000	312,600
Total Internal Service Funds:	68,700	1,744,105	783,288			2,596,093	2,308,522	2,200		350,000	-64,529
<b>Trust &amp; Grant Funds</b>											
Community Facility District	36,000	138,743				174,743	129,793				44,950
P.V.V. Economic Partnership	14,000	26,800				40,800				39,300	1,500
Police Grants	40,000	162,023			40,000	242,023	235,815				6,208
Total Trust & Grant Funds	90,000	327,566			40,000	457,566	404,908	0	0	0	52,658
Total Memo Funds	158,700	2,539,963	4,448,753		40,000	7,187,416	6,847,187	0	0	350,000	-11,971
<b>TOTAL ALL CITY FUNDS</b>	2,137,735	27,157,656	5,710,453		390,000	35,405,844	29,426,554	5,568,219	0	450,000	-38,929

CITY OF BLYTHE  
COMPARISON OF REVENUES  
Fiscal years 2006 thru 2009

EXHIBIT B

	ACTUAL 2005/06	ACTUAL 2006/07	PROJECTED 2007/08	PROJECTED 2008/09
<b>GENERAL FUND:</b>				
Property Tax	1,161,167	1,120,023	1,104,020	1,011,430
Sales Tax	1,909,390	2,094,361	2,125,593	2,150,435
Transient Occupancy Tax	888,652	897,537	975,815	1,005,745
Franchises	353,312	377,737	386,030	381,085
Business License Tax	87,107	91,477	92,350	84,570
Property Transfer Tax	57,225	37,187	58,000	31,470
Licenses and Permits	200,349	260,839	236,852	110,219
Charges for Services	1,800,756	1,770,446	1,852,129	2,298,420
Fines and Forfeits	31,987	40,605	35,000	35,000
Rents	430,171	430,413	431,743	435,042
Motor Vehicle In Lieu	1,849,637	1,412,190	1,437,215	1,521,965
Other State Shared Revenues	115,551	42,147	38,500	40,780
County Shared Revenues	1,741	9,398	8,750	6,543
State Government Grants	47,521	251,751	511,000	511,000
Payments in Lieu of Taxes	132,725	140,664	143,850	148,990
Miscellaneous	41,336	104,073	98,300	58,300
Interfund Transfers	311,132	370,927	719,725	701,700
Other Financing Sources	190,234	1,698,919	2,357,993	708,119
Residual Equity Transfers	20,000	20,000	320,000	350,000
<b>Total General Fund</b>	<b>9,629,993</b>	<b>11,170,694</b>	<b>12,932,865</b>	<b>11,590,813</b>
<b>SPECIAL REVENUE:</b>				
Development Impact Fees	0	0	0	10,000
Capital Improvement Fee Fund	46,200	39,816	21,000	25,000
Lighting District	150,827	174,586	182,035	180,035
Landscape Districts	81,907	125,617	66,720	59,000
Asset Forfeiture Fund	8,118	705	500	200
Traffic Safety	166,251	144,261	150,400	108,400
State Gas Tax	425,477	416,378	569,718	480,718
Local Transportation (TDA)	205,296	832,852	474,500	472,000
Measure A Sales Tax	907,107	1,511,898	961,000	2,132,605
Air Quality Imprvmnt	19,292	18,612	393,800	393,500
SB 821 Grant Fund	0	150,056	110,000	0
Traffic Congstrn/Streets & Roads	99,100	169,036	355,100	5,000
Comm Dev Blk Grnt (ECD)	94,292	82,134	444,209	234,660
<b>Total Special Revenue Funds</b>	<b>2,203,867</b>	<b>3,665,951</b>	<b>3,728,982</b>	<b>4,101,118</b>
<b>ENTERPRISE:</b>				
Water Utility	10,993,680	4,170,880	4,173,746	4,338,600
Sewer/Wastewater Treatment	3,014,759	3,639,731	3,703,616	2,848,792
Refuse/Solid Waste	2,110,597	2,222,266	2,292,644	2,343,335
Golf Course	933,833	833,326	1,096,625	915,135
Blythe Municipal Airport	99,017	210,742	202,660	101,600
<b>Total Enterprise Funds</b>	<b>17,151,886</b>	<b>11,076,945</b>	<b>11,469,291</b>	<b>10,547,462</b>
<b>TOTAL OPERATING FUNDS</b>	<b>28,985,746</b>	<b>25,913,590</b>	<b>28,131,138</b>	<b>26,239,393</b>
<b>MEMO FUNDS</b>				
<b>Capital Projects Funds</b>				
General Capital Projects	66,659	27,432	947,950	835,492
Street Capital Projects	201,484	3,237,854	3,401,650	2,596,605
Storm Drain Projects	0	0	0	0
Capital Parks Projects	188,955	114,531	897,751	701,660
<b>Total Capital Projects Funds</b>	<b>457,098</b>	<b>3,379,817</b>	<b>5,247,351</b>	<b>4,133,757</b>
<b>Internal Service Funds</b>				
Central Communications	6,803	486	2,935	100
Building Maintenance	368,252	449,180	488,055	513,438
Central Garage	813,965	872,008	921,315	980,505
Risk Management	227,814	244,381	260,110	269,850
Unemployment Comp.	45,722	50,451	52,000	53,500
Workers Compensation	696,799	780,501	679,940	710,000
<b>Total Internal Service Funds</b>	<b>2,159,355</b>	<b>2,397,007</b>	<b>2,404,355</b>	<b>2,527,393</b>
<b>Trust &amp; Police Grant Funds</b>				
Community Facility District	138,090	143,631	122,000	138,743
Hydrocarbon Cleanup Trust	663,815	174,460	0	0
P.V.V. Economic Development	19,000	20,000	21,000	26,800
Police Grants	207,992	271,562	379,932	202,023
<b>Total Trust &amp; Police Grant Funds</b>	<b>1,028,897</b>	<b>609,653</b>	<b>522,932</b>	<b>367,566</b>
<b>TOTAL MEMO FUNDS</b>	<b>3,645,350</b>	<b>6,386,477</b>	<b>8,174,638</b>	<b>7,028,716</b>
Estimated Beginning Fund Bal./All Funds			2,801,468	2,137,735
<b>TOTAL ALL CITY FUNDS</b>	<b>32,631,096</b>	<b>32,300,067</b>	<b>39,107,244</b>	<b>35,405,844</b>

CITY OF BLYTHE  
COMPARISON OF EXPENDITURES  
Fiscal Years 2006 thru 2009

EXHIBIT C

	ACTUAL 2005/06	ACTUAL 2006/07	BUDGET 2007/08	PROPOSED 2008/09
<b>GENERAL FUND:</b>				
City Council	69,673	77,645	76,307	82,178
City Clerk	58,065	41,693	60,338	47,223
City Attorney	85,758	101,550	85,500	90,265
City Manager	460,540	350,808	367,476	354,032
General Government	1,550,892	1,587,323	1,431,924	1,570,568
Personnel	111,542	115,467	126,645	126,274
Finance	368,545	389,880	403,169	415,209
Development Services	845,406	812,350	993,359	1,028,747
Police	4,385,888	4,845,984	4,967,290	5,107,994
Fire Department	393,941	417,065	424,558	412,562
Public Works	856,086	3,459,613	2,905,259	997,691
Recreation Services	454,913	497,930	544,318	540,600
Parks	531,272	527,523	1,063,798	1,035,881
Total General Fund	10,172,521	13,224,831	13,449,941	11,809,224
<b>SPECIAL REVENUE:</b>				
Development Impact Fees	0	0	0	0
Capital Improvement Fees	40,905	0	0	0
Lighting District	156,711	175,208	170,893	176,210
Landscape Districts	60,774	58,814	64,636	63,749
Asset Forfeitures	69,073	64,218	60,000	31,290
Traffic Safety	80,000	185,235	190,000	175,000
State Gas Tax	461,118	489,234	618,057	628,787
Local Transportation (TDA)	491,998	461,200	498,943	502,503
Measure A Sales Tax	454,080	860,462	1,880,000	3,056,605
AB 2766 Air Quality Improvement	24,984	32,877	400,000	400,000
SB 821 Grant Fund	0	150,056	110,000	0
Traffic Congstn/Streets & Roads	0	261,433	0	0
EDA Comm Dev Blk Grant (CDBG)	126,613	80,388	444,209	234,660
Total Special Revenue Funds	1,966,256	2,819,125	4,436,738	5,268,804
<b>ENTERPRISE FUNDS</b>				
Water Utility	10,584,496	2,228,183	4,460,739	4,688,791
Sewer/Wastewater Treatment	2,534,989	2,217,046	3,859,002	2,957,697
Refuse/Solid Waste	2,035,623	2,124,768	2,304,944	2,373,298
Golf Course	1,136,133	1,055,241	1,081,059	1,024,148
Airport	144,741	205,290	241,299	123,424
Total Enterprise Funds	16,435,982	7,830,528	11,947,043	11,167,358
Total Operating Funds	28,574,759	23,874,484	29,833,722	28,245,386
<b>MEMO FUNDS:</b>				
<b>Capital Projects Funds</b>				
Capital Projects - General	956	27,432	947,950	835,492
Capital Projects - Streets	148,854	3,083,157	3,401,650	2,596,605
Capital Projects - Storm Drains	0	0	0	0
Capital Projects - Capital Parks	158,216	114,531	897,751	701,660
Total Capital Projects	308,026	3,225,120	5,247,351	4,133,757
<b>Internal Service Funds</b>				
Central Communications	4,703	5,873	6,300	5,700
Building Maintenance	420,149	463,889	488,055	457,906
Central Garage	773,253	833,096	1,079,913	1,138,056
Risk Management	196,263	210,752	308,910	291,660
Unemployment Comp.	30,114	25,399	75,000	70,000
Workers Compensation	548,056	433,229	670,400	697,400
Total Internal Service Funds	1,972,538	1,972,238	2,628,578	2,660,722
<b>Trust &amp; Police Grant Funds</b>				
Community Facility District	94,621	128,846	125,925	129,793
P.V.V. Economic Partnership	25,825	36,806	47,000	39,300
Hydrocarbon Cleanup Trust	663,815	174,460	0	0
Police Grants	246,957	317,366	329,365	235,815
Total Trust & Police Grant Fund	1,031,218	657,478	502,290	404,908
Total Memo Funds	3,311,782	5,854,836	8,378,219	7,199,387
Total All City Funds	31,886,541	29,729,320	38,211,941	35,444,773

CITY OF BLYTHE  
SUMMARY OF APPROPRIATIONS  
BY DEPARTMENT AND  
BY EXPENDITURE CLASSIFICATION  
Fiscal Year 2008/09

DEPARTMENT NAME	DEPARTMENT NUMBER	SALARIES	BENEFITS	SERVICES	SUPPLIES	EXPENSES	MISC	CAPITAL EQUIPMENT	CAPITAL IMPROVEMENTS	CAPITAL PROJECTS	OPERATING USE/PURCHASE TRANSFERS DEBT SERVICE	TOTAL
City Council	11	18,000	46,288	17,450	400							82,178
City Clerk	12	26,261	8,072	9,140	3,750							47,223
City Attorney	13			90,265								90,265
Administration	21	223,166	93,621	34,645	2,600							354,032
General Government	25		185,283	121,580	22,000		15,955				354,933	1,570,568
Finance	31	316,605	139,197	72,056	13,625							541,483
Development Services	41	492,001	233,735	298,461	4,550			6,000				1,028,747
Police	50	2,756,848	1,812,759	441,037	51,350						40,000	5,107,994
Fire	60	183,343	40,999	140,640	37,100						10,480	412,562
Public Works	70	196,123	100,585	20,283	183,700			2,000			235,000	997,691
Recreation	80	292,207	147,568	61,475	39,350							540,600
Parks	90	261,459	160,629	34,843	78,950							1,035,881
Total General Fund		4,766,013	2,968,736	1,341,915	437,375	15,955		8,000	0	0	614,933	11,809,224

## SPECIAL REVENUE FUNDS:

Development Impact Fees	101											0
Capital Improvement Fees	102											0
Lighting District	103			37,344	138,866							176,210
Landscape Districts	105	30,232	20,902	8,295	4,320			31,290				63,749
Asset Forfeitures	107											31,290
Traffic Safety	111										175,000	175,000
State Gas Tax	112	297,536	175,918	58,075	54,540				42,718			628,787
Local Transportation (TDA)	113	145,532	94,494	259,477	3,000							502,503
Measure A Sales Tax	114			50,000							3,006,605	3,056,605
AB 2766 Air Quality Improv	115										400,000	400,000
SB 821 Grant Fund	116										0	0
AB 2928 Traffic Congestion	117										0	0
Comm. Dev Block Grant	121										234,660	234,660
Total Special Revenue Funds		473,300	291,314	413,191	200,726	0		31,290	42,718	0	3,816,265	5,268,804

## ENTERPRISE FUNDS:

Water Fund	410	608,571	319,545	712,306	572,385			11,000	1,895,000		66,712	4,688,791
Sewer Fund	420	630,054	337,129	817,523	352,350			2,000	140,792		52,520	2,957,697
Sanitation	430	17,992	7,560	2,246,246				1,500			100,000	2,373,298
Golf Course	450	379,476	221,384	177,408	211,490			8,500	18,665		7,225	1,024,148
Airport	460	29,549	18,024	52,801	23,050			0			0	123,424
Total Enterprise Funds		1,665,642	903,642	4,006,284	1,159,275	0		23,000	2,054,457	0	226,457	11,167,358
Total All Operating Funds		6,904,955	4,163,692	5,761,390	1,797,376	15,955		62,290	2,097,175	0	5,699,019	28,245,386

EXHIBIT D (Page 1)

CITY OF BLYTHE  
SUMMARY OF APPROPRIATIONS  
BY DEPARTMENT AND  
BY EXPENDITURE CLASSIFICATION  
Fiscal Year 2008/09

DEPARTMENT NAME	DEPARTMENT NUMBER	SALARIES	BENEFITS	SERVICES	SUPPLIES	EXPENSES	MISC	CAPITAL EQUIPMENT	CAPITAL IMPROVEMENTS	CAPITAL PROJECTS	OPERATING USE/PURCHASE TRANSFERS DEBT SERVICE	TOTAL
<b>MEMO FUNDS</b>												
Capital Projects Funds												
General Capital Projects	310			835,292	200				2,596,605			835,492
Street Capital Projects	320											2,596,605
Storm Drain Capital Proj.	330											0
Capital Parks Projects	340								701,660			701,660
Total Capital Projects		0	0	835,292	200			0	3,298,265	0	0	4,133,757
<b>INTERNAL SERVICE FUNDS</b>												
Central Communications	501			5,200	500							5,700
Building Maintenance	503	56,205	31,861	207,082	137,930				4,000		20,828	457,906
Central Garage	505	339,299	190,934	63,860	314,700			0			227,063	1,138,056
Risk Management	507			256,460	200	35,000						291,660
Unemployment Comp.	508			397,400	20,000						50,000	70,000
Workers Compensation	509										300,000	697,400
Total Internal Service Funds		395,504	222,795	930,902	473,330	35,000		0	4,000	0	352,200	2,660,722
<b>TRUST &amp; POLICE GRANT FUNDS</b>												
Community Facility District	601			13,050							116,743	129,793
P.V.V. Economic Partnersp	620			4,800	17,000	17,500						39,300
Police Grants	641	133,638	102,177									235,815
Total Trust & Police Grant Funds		133,638	102,177	17,850	17,000	17,500		0	0	0	116,743	404,908
Total Memo Funds		529,142	324,972	1,783,144	490,530	52,500		0	3,302,265	0	352,200	7,199,387
TOTAL ALL CITY FUNDS		7,434,097	4,488,864	7,544,534	2,287,906	68,455		62,290	5,399,440	0	6,051,219	35,444,773
<b>REDEVELOPMENT AGENCY</b>												

EXHIBIT D (Page 2)

**CITY OF BLYTHE**  
**CAPITAL IMPROVEMENT PLAN**  
**2008/09 - 2012/13**

PROJECT DESCRIPTION	ESTIMATED COSTS	PROJECT YEARS	EXPEND Y-T-D	2008/09 CURRENT COSTS	REVENUE	STIP FUNDS	RIV CNTY CDBG LOAN/GRNT	STATE	RDA DEBT PROCEEDS	OTHER FUNDS	TEA MEASURE FUNDS
<b>CAPITAL STREET PROJECTS</b>											
HOBSONWAY DESIGN/SURFACE IMPROVEMENT PROJECT (Phase 2)	2,000,000	2007/13	1,000								778,395
WHEELCHAIR RAMPS (ADA)	250,000	1994/13	159,620	50,000		1,221,605			50,000		200,000
SIDEWALK IMPROVEMENTS	10,000	2008/09		10,000							10,000
ALLEYWAY IMPROVEMENTS	50,000	2008/09		50,000							50,000
FOG & CHIP SEAL	100,000	2008/09		100,000							100,000
TRAFFIC SIGNAL REHABILITATION	65,000	2008/09		65,000							65,000
EAST HOBSONWAY/85 TRAFFIC SIGNALS	1,000,000	2008/11		1,000,000							1,000,000
COMBINED STREET PROJECTS	100,000	2008/09		100,000							100,000
<b>TOTAL CAPITAL STREET PROJECTS</b>	<b>3,575,000</b>		<b>160,620</b>	<b>1,375,000</b>	<b>0</b>	<b>1,221,605</b>	<b>0</b>	<b>0</b>	<b>50,000</b>	<b>0</b>	<b>2,303,395</b>
<b>GENERAL CAPITAL PROJECTS</b>											
HYDROCARBON CLEAN-UP (CITY)	2,000	2008/09		2,000							
BUILDING ABATEMENT	300,000	2004/09		85,730					300,000		
BUILDING PERMIT & PLANNING FEE STUDY	45,000	2008/09	214,270	45,000					45,000		
CITY ADDRESS CONVERSION	145,000	2006/09	77,297	67,703					130,000		
PUBLIC WORKS IMPROVEMENTS	50,000	2005/09		50,000					50,000		
CNG FUELING FACILITY	768,292	2006/09	1,755	766,537					100,000	766,537	
<b>TOTAL GENERAL PROJECTS</b>	<b>1,310,292</b>		<b>293,322</b>	<b>1,016,970</b>	<b>2,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>625,000</b>	<b>766,537</b>	<b>0</b>
<b>CAPITAL PARK PROJECTS/IMPROVEMENTS</b>											
QUESHAN MARINA PROJECT	2,321,000	1999/13	941,694	561,907			362,963	915,000	237,500	5,000	
POCKET PARKS/PARKING LOT IMPROV.	449,000	2000/09	389,413	59,587			445,000		91,939		
TODD PARK	23,166	2007/09		23,166			23,166				
PRE-ENGINEERED CONCRETE RESTROOMS	83,667	2009/11									
PLAYGROUND IMPROVEMENTS	57,000	2008/09		57,000			57,000		65,000		
<b>TOTAL CAPITAL PARK PROJECT/IMPROVEMENT</b>	<b>2,933,833</b>		<b>1,331,107</b>	<b>701,660</b>	<b>0</b>	<b>0</b>	<b>888,129</b>	<b>915,000</b>	<b>394,439</b>	<b>5,000</b>	<b>0</b>
<b>WATER FUND</b>											
HIDDEN BEACHES/BACK UP WELL	500,000	2008/11		0							
WELL REHABILITATION	25,000	2008/09		25,000							
WATER PRODUCTION WELL	500,000	2008/11									
RIVIERA DRIVE WATER LINE	4,600,000	2004/09	288,700	1,850,000					1,850,000		
WATER MASTER PLAN REVIEW/UPDATE	100,000	2008/10									
<b>TOTAL WATER FUND PROJECTS</b>	<b>5,725,000</b>		<b>288,700</b>	<b>1,875,000</b>	<b>25,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,850,000</b>	<b>0</b>	<b>0</b>

EXHIBIT E (Page 1)



CITY OF BLYTHE  
CAPITAL IMPROVEMENT PLAN  
2008/09 - 2012/13

PROJECT DESCRIPTION	ESTIMATED COSTS	PROJECT YEARS	EXPENDED Y-T-D	2008/09 CURRENT COSTS	REVENUES	STIP FUNDS	RIV CNTY CDBG	STATE OANS/GRNT	RDA DEBT PROCEEDS	OTHER FUNDS	TEA MEASURE A
<u>SEWER FUND</u>											
SEWER MANHOLE PROJECT	350,000	1998/09	251,236	50,000	50,000						
SEWER LIFT REHABILITATION	15,000	2008/09		15,000	15,000						
RECOAT SECONDARY CLARIFIERS	172,000	2008/10		86,000	86,000						
SEWER MASTER PLAN REVIEW/UPDATE	100,000	2008/10									
SEPTIC RECEIVING STATION	170,000	2006/09	130,208	39,792	20,000				150,000		
TOTAL SEWER FUND PROJECTS	807,000		381,444	190,792	151,000	0	0	0	150,000	0	0
<u>GOLF COURSE FUND</u>											
#5 PUMP STATION UPGRADE	18,665	2008/09		18,665	18,665						
PRE-ENGINEERED CONCRETE RESTROOMS	55,778	2009/11									
TOTAL GOLF COURSE FUND PROJECTS	74,443		0	18,665	18,665	0	0	0	0	0	0
TOTAL CAPITAL IMPROVEMENTS	14,425,568		2,455,193	5,178,087	196,665	20,000	888,129	915,000	3,069,439	771,537	2,303,395

EXHIBIT E (Page 2)

CITY OF BLYTHE      EXHIBIT F  
PERMANENT PERSONNEL ALLOCATION  
FISCAL YEAR 2008/09

PAGE 1

	Council Approved Staff Level	2007/08 Actual	2008/09 Funding Approved
<u>Legislative</u>			
City Council	5	5	5
City Clerk	1	1	1
City Treasurer	1	1	1
Planning Comm Members(Appt.)	5	5	5
Total Legislative	12	12	12
<u>General Administration</u>			
City Manager	1	1	1
Asst. City Manager	1	1	1
Administrative Secretary	1	1	1
Department Asst. I/Receptionist	0.5	0.5	0.5
Total General Administration	3.5	3.5	3.5
<u>Financial Administration</u>			
Finance Director	1	1	1
Deputy Director of Finance	1	1	1
Administrative Assistant	1	1	1
Dept Asst. II (A/P)	0.5	0.5	0.5
Dept Asst. II (B.L./Billing)	0.25	0.25	0.25
Personnel/Safety Manager	1	1	1
Total Financial Administration	4.75	4.75	4.75
<u>Development Services</u>			
Director	1	1	1
Chief Bldg Insptr/Bldg,Safety Supv.	1	1	1
Building Inspector III	1	1	1
Code Compliance Officer II	1	1	1
Permit Technician	1	1	1
Junior Planner	1	1	1
Total Development Services	6	6	6
<u>Recreation Services</u>			
Recreation Director	1	1	1
Rec Supervisor/Sports Coordinator	1	1	1
Recreation Coordinator	1	1	1
Department Assistant I	0.5	0.5	0.5
Rec. Center Leader	1	1	1
Youth Leader	0.5	0.5	0.5
Rec. Center Leader I	1	1	1
Total Recreation Services	6	6	6

CITY OF BLYTHE  
PERMANENT PERSONNEL ALLOCATION  
FISCAL YEAR 2008/09

EXHIBIT F

PAGE 2

		Council Approved Staff Level	2007/08 Actual	2008/09 Funding Approved
<b>Police Department</b>				
<u>Administration</u>				
Police Chief	s	1	1	1
Captain	s	1	1	1
Lieutenant	s	1	1	1
Administrative Assistant		1	1	1
Records Manager		1	1	1
<u>Records &amp; Identification</u>				
Dispatcher II		2	2	2
Records Clks/Dispatchers		5	5	5
Evidence Technician		1	1	1
<u>Evidence</u>				
Forensic Technician		1	1	1
Community Services Officer		1	1	1
<u>Investigations</u>				
Police Sergeant	s	1	1	1
Police Corporal	s	1	2	1
Police Officer	s	1	0	1
<u>School Resource Officer</u>	s	1	1	1
<u>Patrol</u>				
Patrol Sergeants	s	4	4	4
Police Corporals	s	4	4	4
Patrol Officers	s	9	8	8
<u>Animal Control Officer</u>		1	1	1
<u>Traffic Control</u>				
Corporal	s	0.75	0	0.75
Community Svcs Officer		1	1	1
<u>GRANT FUNDED POSITIONS</u>				
OTS VIP/Police Corporal	s	0.25	1	0.25
Community Service Officer (JAG)		1	1	1
Police Officers (COPS Grant)	s	2	2	2
Total Police Department		42	41	41
(One sworn position unfunded) (OTS VIP Grant ends 9/30/08/Corporal goes back to Traffic)				
<b>Fire</b>				
<u>Administration</u>				
Department Assistant I		0.25	0.25	0.25
Total Fire Department		0.25	0.25	0.25
<b>Public Works</b>				
<u>Administration</u>				
Director		0.25	0.25	0.25
Assistant Director		0.25	0.25	0.25
City Engineer/Project Coordinator		1	1	1
Engineer in Training (Project Funded)		1	1	1
Department Assistant I (Secretary)		0.25	0.25	0.25
Department Assistant I		0.25	0.25	0.25
Dept. Asst. I (Project Funded)		1	1	1

CITY OF BLYTHE  
PERMANENT PERSONNEL ALLOCATION  
FISCAL YEAR 2008/09

EXHIBIT F

PAGE 3

	Council Approved Staff Level	2007/08 Actual	2008/09 Funding Approved
<u>Vector Control</u>			
Vector Control Technician	1	1	1
<u>Gas Tax/Street Maintenance</u>			
Street Maintenance Supervisor	0.5	0.5	0.5
Equipment Operators	1.25	1.25	1.25
Maintenance Workers	2	2	2
<u>Local Transportation/Street Sweeping</u>			
Street Maintenance Supervisor	0.5	0.5	0.5
Equipment Operators	1.25	1.25	1.25
Maintenance Workers	2	2	2
Sweeper Operator	1	1	1
Total Public Works	13.5	13.5	13.5
<u>Parks Maintenance</u>			
Golf/Parks Superintendent	0.5	0	0.5
Park Maintenance Supervisor	1	1	1
Gardener	1	1	1
Landscape Gardner	0.5	0.5	0.5
Irrigation Technician	1	1	1
Maintenance Workers	2.5	2.5	2.5
Total Parks	6.5	6	6.5
 <i>Total General Fund</i>	 94.5	 93	 93.5
 Enterprise Funds			
<u>Water Utility</u>			
Director	0.25	0.25	0.25
Assistant Director	0.25	0.25	0.25
Department Assistant I (Secretary)	0.25	0.25	0.25
Department Assistant I	0.25	0.25	0.25
Chief Water Production Plant Oper.	1	1	1
Water/Sewer Maint. Supervisor	0.75	0.75	0.75
Water Service Worker	3	3	3
Water Trmnt Operator Grade 2	1	1	1
Lead Water/Sewer Worker (Reclass)	1	1	1
Dept Asst II (Billing)	0.75	0.75	0.75
Dept Asst II (Accts Pay)	0.25	0.25	0.25
Dept Asst II (B.L./Billing)	0.25	0.25	0.25
Department Asst. I/Receptionist	0.25	0.25	0.25
Water/WWT Plant Supervisor	0.5	0.5	0.5
Water/WWTP Operator Gr. 2	0.5	0.5	0.5
Total Water Utility	10.25	10.25	10.25

CITY OF BLYTHE  
PERMANENT PERSONNEL ALLOCATION  
FISCAL YEAR 2008/09

EXHIBIT F

PAGE 4

	Council Approved Staff Level	2007/08 Actual	2008/09 Funding Approved
<u>Sewer Utility</u>			
Director	0.25	0.25	0.25
Assistant Director	0.25	0.25	0.25
Department Assistant I (Secretary)	0.25	0.25	0.25
Department Assistant I	0.25	0.25	0.25
Water/WWT Plant Supervisor	0.5	0.5	0.5
Water/WWTP Operator Gr. 2	0.5	0.5	0.5
WWTP Operator Gr 3/Water Gr 2	1	1	1
Wastewater Trmnt Operator	1	1	1
Water/Sewer Maint. Supervisor	0.75	0.75	0.75
Lead Water/Sewer Worker (Reclass)	1	1	1
Sewer Maint. Worker	1	1	1
Equipment Operator	0.5	0.5	0.5
Operator Grade 2	1	1	1
Dept Asst II (Billing)	0.75	0.75	0.75
Dept Asst II (AcctsPay)	0.25	0.25	0.25
Dept Asst II (B.L./Billing)	0.25	0.25	0.25
Dept Asst I (Receptionist)	0.25	0.25	0.25
Total Sewer Utility	9.75	9.75	9.75
<u>Sanitation</u>			
Dept Asst II (B.L./Billing)	0.25	0.25	0.25
Dept Asst II (Billing)	0.5	0.5	0.5
Total Sanitation	0.5	0.5	0.5
<u>Municipal Golf Course</u>			
Golf/Parks Superintendent	0.5	1	0.5
Equipment Mechanic	1	1	1
Maintenance Supervisor	1	1	1
Irrigation Technician	1	1	1
Maintenance Worker	3.75	3.75	3.75
Department Assistant I	0.25	0.25	0.25
Total Municipal Golf Course	7.5	8	7.5
<u>Blythe Municipal Airport</u>			
Operations & Maint. Supervisor	0.5	0.5	0.5
Total Blythe Municipal Airport	0.5	0.5	0.5
 Total Enterprise Funds	 28.5	 29	 28.5

CITY OF BLYTHE  
PERMANENT PERSONNEL ALLOCATION  
FISCAL YEAR 2008/09

EXHIBIT F

PAGE 5

	Council Approved Staff Level	2007/08 Actual	2008/09 Funding Approved
<hr/>			
<u>Internal Service Funds</u>			
Building Maintenance	1	1	1
<u>Central Garage</u>			
Director	0.25	0.25	0.25
Assistant Director	0.25	0.25	0.25
Department Assistant I (Secretary)	0.25	0.25	0.25
Department Assistant I	0.25	0.25	0.25
Shop Manager	1	1	1
Purchasing/Safety Officer	1	1	1
Mechanics	2	2	2
Mechanic (75% Chged to PVVTA)	0.25	0.25	0.25
Total Central Garage	5.25	5.25	5.25
<i>Total Internal Service Funds</i>	6.25	6.25	6.25
 <b>TOTAL FULL TIME EQUIVALENTS</b>	 129.25	 128.25	 128.25

CITY OF BLYTHE EXHIBIT F  
VOLUNTEER PERSONNEL ALLOCATION  
FISCAL YEAR 2008/09

PAGE 6

	Council Approved Staff Level	2007/08 Actual	2008/09 Funding Approved
<u>Volunteer Fire Department</u>			
Fire Chief	1	1	1
Firefighters	34	34	34
Total Volunteer Fire Department	35	35	35

## EXHIBIT G

CITY OF BLYTHE  
CAPITAL EQUIPMENT ACQUISITION PLAN  
2008/09 - 2011/12

	CAPITAL REQRMNTS	FY 2008/09 CURRENT RESERVES	2009/10	2010/11	2011/12
*****					
<u>POLICE DEPARTMENT</u>					
COMPUTERS	6,000	6,000			
FURNITURE & FIXTURES	4,000	4,000			
TOTAL POLICE	4,000	4,000			
<u>PUBLIC WORKS</u>					
COMPUTERS	2,000	2,000			
TOTAL PUBLIC WORKS	2,000	2,000			
 TOTAL GENERAL FUND	 6,000	 6,000			
<u>WATER FUND</u>					
TOUCH READ METERS	10,000	10,000			
COMPUTERS	1,000	1,000			
TOTAL WATER	11,000	11,000			
<u>SEWER FUND</u>					
COMPUTERS	2,000	2,000			
TOTAL SEWER	2,000	2,000			
<u>SANITATION FUND</u>					
COMPUTERS	1,500	1,500			
TOTAL SANITATION	1,500	1,500			
<u>GOLF COURSE FUND</u>					
GROUNDMASTER 4100-D MOWER	28,200				28,200
POWER TRACK ROTARY TRIMMER	4,200		4,200		
SINGLE AXLE TRAILER	1,610		1,610		
TORO GREENS MOWER 3150	30,000			30,000	
	64,010		5,810	30,000	28,200
<u>CENTRAL GARAGE</u>					
POLICE VEHICLE	32,000		32,000		
FIRE TRUCK	192,500				192,500
FIRE TRUCK	334,025				334,025
PUBLIC WORKS TRUCKS (2)	32,400		16,200	16,200	
TOTAL CENTRAL GARAGE	590,925	0	48,200	16,200	526,525
 TOTAL EQUIPMENT	 662,935	 8,000	 54,010	 46,200	 554,725



# **CONTINUED BUSINESS**

## Blythe City Council

**To:** Mayor and City Council  
**From:** Planning Director Wellman  
**Date:** July 22, 2008  
**Subject:** Buxton Retail Match List & Public Workshop

The International Council of Shopping Centers (ICSC) Western Division Conference is being held in San Diego from September 10<sup>th</sup> – 12<sup>th</sup>. If the City/CIF intends to be fully prepared for the conference, Buxton must have the final list of 20 retailers/restaurants no later than Friday, August 1<sup>st</sup>. The August 1<sup>st</sup> deadline is intended to give Buxton time to complete the Final Report and Marketing Packages for receipt by the City/CIF in mid-August; which would give the City/CIF "plenty of time to make appointments and prepare for the September show."

As Council is aware, the *Retail Match List* prepared by Buxton has been provided to both Council and CIF Board Members to help "narrow down" the Match List from 85 potential retailers to the community's list of top 20. Attachment 1 to this report represents the votes garnered by each retailer/concept from City Council and members of the public that individual Council members have asked to participate in the selection process.

CIF Board Members have been requested to submit their "Top 30" match lists on July 24<sup>th</sup>. When received, the CIF Board Member's votes will be added to the tally and the list re-organized to reflect the top 20 vote getters.

At the last Council meeting, it was suggested that the City host a workshop to facilitate public participation in the top twenty selection process. After giving considerable thought to the feasibility of hosting the workshop and still being able to meet the August 1<sup>st</sup> deadline referenced above, staff has come-up with the following schedule / structure for the workshop.

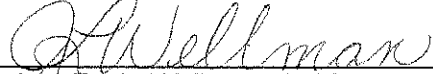
<b>Schedule:</b>	July 22	Council directs staff to host workshop
	July 23	Workshop will be noticed (i.e. Times, KJMB, and Cable TV)
	July 28	Workshop
	July 29/30	Public votes will be tallied and the top 20 list finalized
	July 31	Top 20 list will be delivered overnight to Buxton.

**Structure:** The structure of the workshop will be very similar to the one hosted during preparation of the Colorado River Corridor Plan at which time the community's values were prioritized.

Staff will give a brief presentation on the purpose of the workshop and instruction on how to participate. Staff is preparing large boards listing all of the retailers/restaurants on the *Retail Match List*. Members of the public will be given 20 colored stickers and asked to place a sticker by each of the retailers/restaurants they would like to see in the community.

**Recommendation:** It is recommended that the City Council: 1) direct staff to host a public workshop to garner public participation in the top 20 retail match selection process; 2) direct staff to prepare the final top 20 list based on the number of votes received from City Council, CIF Board Members and public participation; and 3) submit the final list of 20 to Buxton on or before August 1, 2008.

Respectfully Submitted:



Jennifer L. Wellman, AICP  
Planning Director

Concurrence:



Charles Hull  
Acting City Manager

**Blythe, CA**  
**Retail Match List**



Retailer	Concept	Votes
Abbey Carpet Co.	Floor Coverings	
Applebee's Neighborhood Grill	Restaurants/bars	27
Arby's Roast Beef	fast food	3
Avenue	Women's Apparel	1
Barnes and Noble	Book Stores	20
Baskin Robins Ice Cream	Bakeries/bagels/prezels/, candy/ice cream/yogurt	5
Bath & Body Woks	Cosmetics, body care/ fragrances	7
Bennigans	Restaurants/bars	7
Bob's Big Boy	Restaurants/bars	2
Bredeaux Pizza	fast food	
Bucks Pizza	Restaurants/bars	
Carter's Childrenswear	Children's Apparel	8
Cato	Women & Children's Apparel	3
Christopher & Banks	Women's Apparel	
Churches Fried Chicken	fast food	1
CiCi's Pizza	Restaurants/bars	6
Claire's Boutique	Accessories	8
Corral West Ranchwear	Apparel, W/M/C/Specialty	6
Cost Cutters	Beauty Salon/tanning	5
Country Kitchen	Restaurants/bars	1
Cousins Subs	fast food	
Cracker Barrel	Restaurants/bars	11
CVS	Drug Store	1
Do-It-Best Hardware	Hardware / Home Improvement	
Dollar General	Dollar / Variety Store	
Dress Barn	Women's Apparel	11
Family Dollar Store	Dollar / Variety	
Family Video	DVD rental / sales	
Familymeds Pharmacy	Drug store, medical equipment, nutrition shops/diet centers	
Fashion Bug	Women's Apparel	9
Field of Dreams	Art/collectibles/frames, cards/stationary, celebrity/sports memorabilia	
Foot Locker	Shoes, sporting good/athletic wear	16
Fox's Pizza Den	fast food	
Foxworth-GALBRAITH Lumber Co.	Hardware / Home improvement	

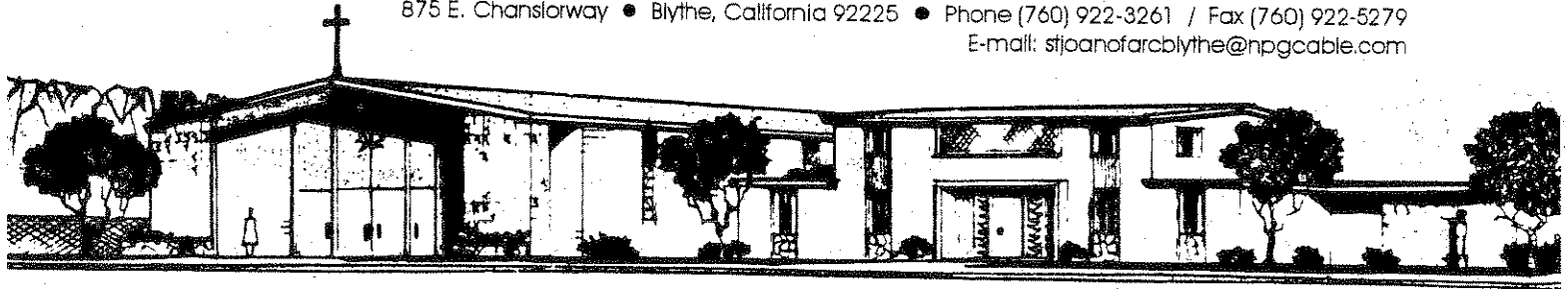
Retailer	Concept	Votes
Godfathers Pizza	fast food	
Golden Corral Steakhouse	Restaurants/bars	6
Hair masters	Beauty Salon/tanning	
Hallmark	Cards/Stationary	8
Happy Joe's Pizza & Ice cream	Candy/ice cream/yogurt, fast food	1
Hastings Books Music Video	Book Stores, cd/music, dvd rental/sales	14
Home Depot	Hardware/Home Improvement	15
Hungry Howie's Pizza & Subs	fast food	
Illuminations	Candles	1
International House of Pancakes	Restaurants/bars	16
Iron Skillet Restaurant	Restaurants/bars	2
J C Penny Co	Department Stores	22
Jimmy Johns	Fast casual restaurant	
Jo Ann Fabric and Crafts	Art supplies/crafts/hobbies, fabrics	9
La B Boy	Furniture / beds	
Lone Star Steak House and Saloon	Restaurants/bars	7
Long John Silvers Seafood	fast food	11
Lowes	Hardware/Home Improvement, major appliances	8
Maurices	Men's & Women's Apparel	2
Medicine Shoppe	Drug Store	1
Merle Norman Cosmetics	Cosmetics, body care/ fragrances	
Movie Gallery	DVD rental / sales	
Naturalizer Shoes	Shoes	1
Office Depot	Office Supplies and Furniture	13
Office Max	Computers/software, electronics, office supplies/furniture	13
Papa Johns Pizza	fast food	2
Papa Murphy's Take N Bake	fast food	
Payless Shoe Source	Shoes	12
Perkins	Restaurants/bars	
Pizza Man	fast food	
Pro Image	Sporting Goods/Athletic wear	2
Rue 21	Men's & Women's Apparel	7
Schlotzsky's Deli	Fast casual restaurant	6
Sears Home Stores	Auto supplies / car care, electronics, hardware / home improvement...	2
Sherwin-Williams Co.	Wall coverings/paint	5
Shoney's Restaurant	Restaurants/bars	2
Smoothie King	Coffee bars/Juice bars	8
Sonic Drive In	fast food	3

Retailer	Concept	Votes
Steak Escape	fast food	
Sterling Optical	Optical eyewear	
Sub Station II	fast food	
Sutherland Lumber Co.	Hardware / home improvement	
TCBY Yogurt	Bakeries/bagels/pretzels/, candy/ice cream/yogurt	7
Tacotime	fast food	
True Value Hardware	Hardware / home improvement	1
United Artist Theater Circuit	Movie Theaters	1
Von's Grocery Company	Supermarket	7
Waffle House	Restaurants/bars	3
Walgreens	Drug Store	9
Wal-Mart	Discount Stores	8
Whataburger	fast food	

# **NEW BUSINESS**

# St. Joan of Arc Church

875 E. Chanslorway • Blythe, California 92225 • Phone (760) 922-3261 / Fax (760) 922-5279  
E-mail: stj Joanofarcbythe@npgcable.com



TO: City of Blythe  
Planning Department  
235 N. Broadway  
Blythe, CA. 92225

FROM: St. Joan of Arc Catholic Church  
875 E. Chanslorway  
Blythe, CA. 92225

SUBJECT: Display of Banner

St. Joan of Arc Catholic Church will be having their annual Bazaar/Carnival from 10-12 October 2008. A banner in the required dimensions is currently being made via the Palo Verde Times Office. We would like this banner to be hung from 12 September -12 October 2008 if possible. We would like to use the two banner locations in Blythe alternately, if possible – first, to be hung at the Main Street/Hobsonway location for two weeks and then at the Provident Bank location for the remaining two weeks. Hopefully this will be possible.

We previously asked if a fee waiver for the church could be made for the banner permit. However, if this is not possible, we will pay the \$150.00 fee. A copy of the church insurance policy is enclosed, per your requirements. If there are other requirements, please so advise. Thank you.

Sincerely,

*Fr. Henry Licznarski*  
Father Henry Licznarski  
Pastor, St. Joan of Arc Catholic Church

*THIS REQUEST AMOUNTS TO \$300.  
STAFF SUPPORTS INAVING 50%  
OF THE FEES, OR \$150.*

*[Signature]*



CITY OF BLYTHE  
235 NORTH BROADWAY  
BLYTHE, CA 92225

APPLICATION FOR PERMIT TO INSTALL BANNER  
ABOVE PUBLIC STREETS  
A FEE OF \$150.00 MUST ACCOMPANY THIS APPLICATION

NAME OF ORGANIZATION: ST JOAN OF ARC CATHOLIC CHURCH  
ADDRESS OF ORGANIZATION: (MA) 875 E. CHANSLORWAY, BLYTHE, CA 92225  
TELEPHONE NUMBER: (760) 922-326  
NAME OF DESIGNATED OFFICER MAKING REQUEST: FR. HENRY LICZNERSKI

BANNER SIZE: All Banners shall not exceed 35 feet in length. Width shall not be wider than 4 feet or narrower than 3 feet. Grommets shall be spaced no closer than one half inch and shall be spaced further than three feet apart. Air holes shall be cut in the banner on one foot centers the entire length of the banner to prevent wind damage from occurring.

LOCATION OF BANNER:

EVENT TO BE ADVERTISED: 79th Annual BAZAAR/CARNIVAL (Must be locally sponsored)

DATE BANNER WILL BE INSTALLED: Sept 12, 2008 Maximum time limit of two (2) weeks

DATE BANNER WILL BE REMOVED: Sept 26, 2008  
{Banner must be pick-up 72 hours after date of Removal. The City of Blythe will not be responsible for the Banner}.

NAME OF COMPANY INSTALLING/REMOVING BANNER: BLYTHE CITY PUBLIC WORKS

A CERTIFICATE OF PUBLIC LIABILITY INSURANCE IN THE AMOUNT OF \$1,000,000 NAMING THE CITY AS AN ADDITIONAL INSURED FOR THE ORGANIZATION REQUESTING PERMISSION TO INSTALL BANNER FOR THE COMPANY/COMPANIES INSTALLING/REMOVING THE BANNER MUST BE ATTACHED TO THIS REQUEST.

THE BLYTHE POLICE DEPARTMENT WILL PROVIDE TRAFFIC CONTROL DURING INSTALLATION/REMOVAL OF THE BANNER ON THE DATES SPECIFIED AT A TIME THAT IS CONVENIENT FOR THE DEPARTMENT. THE DEPARTMENT MAY SPECIFY A LATER DATE OR TIME IF EVENTS INDICATE A CHANGE OF DATE OR TIME.

A MEMBER OF THE CITY STAFF MUST BE PRESENT AT ALL TIMES DURING THE INSTALLATION/REMOVAL OF THE BANNER.

THE INSTALLER MUST NOT, AT ANY TIME, VENTURE ONTO PRIVATE PROPERTY UNLESS SPECIFIC WRITTEN PERMISSION HAS BEEN OBTAINED FROM THE OWNER. A COPY OF SUCH WRITTEN PERMISSION MUST BE ATTACHED TO THIS APPLICATION.

THE APPLICANT AGREES TO MAINTAIN THE ESTHETIC APPEARANCE OF THE BANNER AT ALL TIMES AND REMOVE IT IF THE BANNER FALLS INTO DISREPAIR.

THIS APPLICATION MUST BE SUBMITTED AT LEAST FIFTEEN DAYS PRIOR TO THE REQUESTED INSTALLATION DATE.

FURTHER, THE APPLICANT AGREES TO HOLD THE CITY HARMLESS FOR ANY LIABILITY IN THE EVENT OF ANY ACCIDENT OR MISFORTUNE.

Fr Henry Licznerski 7/14/08  
APPLICANT SIGNATURE DATE

Pastor  
TITLE

\*\*\*\*\*  
PERMIT TO ERECT BANNER

GRANTED: \_\_\_\_\_  
DENIED: \_\_\_\_\_  
REVIEWED BY PUBLIC WORKS

REVIEWED BY POLICE DEPT.

SIGNATURE

SIGNATURE

APPLICANT: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

RECEIPT # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_  
\*\*\*\*\*  
CC: City Manager

SIGNATURE OF AUTHORIZED OFFICIAL

APPLICATION FOR PERMIT TO INSTALL BANNER  
ABOVE PUBLIC STREETS

A FEE OF \$150.00 MUST ACCOMPANY THIS APPLICATION

NAME OF ORGANIZATION: ST JOAN OF ARC CATHOLIC CHURCH  
ADDRESS OF ORGANIZATION: (MA) 875 E. CHANSLORWAY, BLYTHE, CA 92225  
TELEPHONE NUMBER: (760) 922-326  
NAME OF DESIGNATED OFFICER MAKING REQUEST: FR HENRY LICZNERSKI

BANNER SIZE: All Banners shall not exceed 35 feet in length. Width shall not be wider than 4 feet or narrower than 3 feet. Grommets shall have inside diameter holes of not less than one half inch and not be spaced further than three feet apart. Air holes shall be cut in the banner on one foot centers the entire length of the banner to prevent wind damage from occurring

LOCATION OF BANNER:

EVENT TO BE ADVERTISED: 79th Annual BAZAAR/CARNIVAL (Must be locally sponsored)

DATE BANNER WILL BE INSTALLED: Sept 26, 2008 {Maximum time limit of two (2) weeks}

DATE BANNER WILL BE REMOVED: OCT 12, 2008  
{Banner must be pick-up 72 hours after date of Removal. The City of Blythe will not be responsible for the Banner}.

NAME OF COMPANY INSTALLING/REMOVING BANNER: BLYTHE CITY PUBLIC WORKS

A CERTIFICATE OF PUBLIC LIABILITY INSURANCE IN THE MINIMUM AMOUNT OF \$1,000,000 NAMING THE CITY AS AN ADDITIONAL INSURED FOR THE ORGANIZATION REQUESTING PERMISSION TO INSTALL BANNER FOR THE COMPANY/COMPANIES INSTALLING/REMOVING THE BANNER MUST BE ATTACHED TO THIS REQUEST.

THE BLYTHE POLICE DEPARTMENT WILL PROVIDE TRAFFIC CONTROL DURING INSTALLATION/REMOVAL OF THE BANNER ON THE DATES SPECIFIED AT A TIME THAT IS CONVENIENT FOR THE DEPARTMENT. THE DEPARTMENT MAY SPECIFY A LATER DATE OR TIME IF EVENTS INDICATE A CHANGE OF DATE OR TIME.

A MEMBER OF THE CITY STAFF MUST BE PRESENT AT ALL TIMES DURING THE INSTALLATION/REMOVAL OF THE BANNER.

THE INSTALLER MUST NOT, AT ANY TIME, VENTURE ONTO PRIVATE PROPERTY UNLESS SPECIFIC WRITTEN PERMISSION HAS BEEN OBTAINED FROM THE OWNER. A COPY OF SUCH WRITTEN PERMISSION MUST BE ATTACHED TO THIS APPLICATION.

THE APPLICANT AGREES TO MAINTAIN THE ESTHETIC APPEARANCE OF THE BANNER AT ALL TIMES AND REMOVE IT IF THE BANNER FALLS INTO DISREPAIR.

THIS APPLICATION MUST BE SUBMITTED AT LEAST FIFTEEN DAYS PRIOR TO THE REQUESTED INSTALLATION DATE.

FURTHER, THE APPLICANT AGREES TO HOLD THE CITY HARMLESS FOR ANY LIABILITY IN THE EVENT OF ANY ACCIDENT OR MISFORTUNE.

Fr Henry Licznerski 7/14/08  
APPLICANT SIGNATURE DATE

Pastor  
TITLE

\*\*\*\*\*  
PERMIT TO ERECT BANNER

REVIEWED BY POLICE DEPT.

GRANTED: \_\_\_\_\_  
DENIED: \_\_\_\_\_  
REVIEWED BY PUBLIC WORKS

SIGNATURE

SIGNATURE

APPLICANT: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

RECEIPT # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICIAL

CC: City Manager

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2008

PRODUCER (425)454-3386 FAX (425)451-3716  
Arthur J. Gallagher Risk Management Services, Inc.  
P.O. Box 367  
Bellevue, WA 98009-0367

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Butler Amusements, Inc.  
3003 SW 153rd Drive #205  
Beaverton, OR 97006

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Aspen Insurance UK Ltd

INSURER B: Axis Surplus Insurance Company

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	A882030	05/01/2008	05/01/2009	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
B	EXCESS/UMBRELLA LIABILITY	ELU739179012008	05/01/2008	05/01/2009	EACH OCCURRENCE	\$ 4,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4,000,000
						\$
						\$
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
					WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		E.L. EACH ACCIDENT	\$			
If yes, describe under SPECIAL PROVISIONS below		E.L. DISEASE - EA EMPLOYEE	\$			
		E.L. DISEASE - POLICY LIMIT	\$			
	OTHER					

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

St Joan of Arc Catholic Church and The City of Blythe, CA are included as additional insureds but only as respects the operation of the named insured per policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

St Joan of Arc Catholic Church  
Attn: Father Henry  
875 E. Chanslorway  
Blythe, CA 92225

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dave Harman/JOANNE

# *BLYTHE CITY COUNCIL*

**TO:** MAYOR AND CITY COUNCIL

**FROM:** A.C.M. - C. HULL

**DATE:** JULY 22, 2008

**SUBJECT:** RESTAURANT LEASE AT THE BLYTHE GOLF COURSE

**BACKGROUND:**

The previous tenant, Mr. Jeff Black vacated the Putter's Grill and A Cut Above restaurant and snack bar at the Golf Course effective May 31, 2008. Golf pro Mr. Willie Getchell and his wife Ann have agreed in the interim to sell soft drinks and packaged goods to the golfers. Mr. Black had certain business assets that he offered to the City upon his departure. The Economic Development Ad-hoc Committee reviewed those items and determined they were not necessary for continued operation of the facility.

Staff advertised for proposals for the next tenant/restaurant operator for the golf course facility. The one bid received was opened by the City Clerk on May 23, 2008. It was from Francisco and Valentina Tejeda. Attached is a draft lease recently used for this facility. The Tejeda's have reviewed the document and while several line items need to be filled in, have not taken exception to the proposed lease. While there are several matters to line up before the Tejeda's can take possession of the restaurant premises, i.e. insurance, securing the liquor license from Mr. Black, utility connections and modifications to the kitchen fire hood, staff would like Council concurrence to move forward with this operator with possible occupation on August 1, 2008 if all the elements of the Lease Agreement are properly in place.

The one item that is virtually an unknown at this point, is the fire extinguisher hood in the kitchen. The Riverside County Health Department has graciously authorized for an extended period, the restaurant operation to continue while the air balance and hood modifications were not completed. Staff is not hopeful that would be the case with a new tenant waiting in the wings. Should the Health Department require immediate modifications to the building, staff proposes that the RDA be tapped as the funding source for the repairs.

**RECOMMENDATION:**

Staff recommends Council authorize placing Dr. Francisco and Valentina Tejeda in position to acquire the lease at the Golf Course restaurant facility as described in the staff report.

Respectfully submitted,

  
\_\_\_\_\_  
Charles Hull, ACM

**DRAFT**  
**SNACK BAR & RESTAURANT LEASE**

THIS LEASE is made this \_\_\_\_ day of \_\_\_\_\_, 2008 between the City of Blythe, a California Municipal Corporation, (hereinafter referred to as "Landlord") and \_\_\_\_\_ (hereinafter referred to as "Tenant").

Landlord and Tenant covenant and agree as follows:

1. **RECITALS**

This Lease is made with reference to the following facts:

- (a) Landlord is the owner of a snack bar and restaurant described in Exhibit "A" attached hereto and made a part hereof by this reference, which consists of approximately \_\_\_\_\_ square feet (hereinafter "Premises");
- (b) Tenant desires to lease the Premises from Landlord pursuant to the provisions contained herein;
- (c) Tenant wishes to lease the Premises for the purposes of operating a snack-bar concession and restaurant; and
- (d) Tenant has examined the Premises and is fully informed of its condition.

2. **PREMISES**

Landlord leases to Tenant, and Tenant leases from Landlord the real property located in the City of Blythe, Riverside County, California outlined in red in Exhibit "A" attached hereto and made a part hereof by this reference and the appurtenant rights set forth in Paragraph 3 herein.

3. **APPURTENANT RIGHTS**

The appurtenant rights referred to in this Lease are as follows: Landlord gives Tenant and its authorized representatives and invitees a non-exclusive right to use the streets, roadways, alleys and streets within the Blythe Municipal Golf Course, as well as the parking lot adjacent to the subject Premises and the bathroom within the Clubhouse (hereinafter "Common Area"), so long as said use of the Common Areas does not interfere with the use and enjoyment of same by the public using the golf course and related facilities and is limited to the use of the Premises as described in Paragraph 11

herein. At no time shall Tenant's, or Tenant's agents, employees or invitees, use of the above-said common areas interfere with the public's use and enjoyment of same. Violation of this provision shall constitute an event of default under this Lease as that term is used herein.

4. LANDLORD'S MAINTENANCE AND MANAGEMENT OF THE COMMON AREAS

Landlord shall maintain the common areas in good condition at all times. Landlord shall have the right to:

- (a) Establish and enforce reasonable rules and regulations concerning the maintenance, management, use and operation of the common areas;
- (b) Close temporarily any of the common areas for maintenance purpose; and
- (c) Make changes to the common areas in the Landlord's absolute and unfettered discretion.

5. TERM

Subject to the termination provision provided in Paragraph 23 hereof, the term of this Lease shall be for the term of \_\_\_\_\_ year commencing \_\_\_\_\_, 2008 and expiring at 5:00 p.m., \_\_\_\_\_, 200XX. Tenants taking possession of the premises on the commencement of the term shall constitute Tenant's full agreement and acknowledgment that the common area, the Premises and all improvements therein are in good condition.

6. RENT

Tenant shall pay the Landlord as minimum monthly rent, without deduction, setoff, prior notice or demand, the sum of; April through October, **(amount to be determined)** dollars per month and November through March per month, **(amount to be determined)** in advance on the first day of each month commencing on the date the term commences, and continuing on the first day of each month thereafter during the term herein. Minimum monthly rent for the first month, or portion of it, shall be paid on the day the term commences. Minimum monthly rent for any partial month shall be prorated at the rate of 1/30th of the minimum monthly rent per day.

7. NEGATION OF PARTNERSHIP

Landlord shall not become or be deemed a partner or a joint venture with Tenant by reason of the provisions of this Lease; the Tenant having sole responsibility and control of its business operations.

8. SECURITY DEPOSIT

On execution of this Lease, Tenant shall deposit with Landlord One thousand Dollars (\$1,000.00) as a security deposit for the performance by Tenant of the provisions of this Lease. If Tenant is in default, Landlord can use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damage sustained by Landlord resulting from Tenant's default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as provided in this paragraph so as to maintain the security deposit in a sum initially deposited with Landlord. If Tenant is not in default at the expiration or termination of this Lease, Landlord shall return the security deposit to Tenant. Landlord's obligations with respect to the security deposit are those of a debtor and not a Trustee. Landlord can maintain the security deposit separate and apart from Landlord's general funds or can comingle the security deposit with Landlord's general and other funds. Landlord shall not be required to pay Tenant interest on the security deposit.

9. PERSONAL PROPERTY TAXES

Tenant shall pay before a delinquency all taxes, personal property taxes, use taxes, assessments, license fees and other charges ("taxes") that are levied and assessed against Tenant's interest in this Lease or against the restaurant and snack bar concession to be located in or on the premises and that become payable during the term. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments. Tenant shall hold Landlord harmless from any liability related to said taxes.

10. USE

Tenant shall use the Premises for a restaurant and snack bar concession to service Blythe Municipal Golf course and the public at large and to cater events within the Blythe Municipal Golf Course and for no other use without Landlord's consent. Tenant shall conduct its business at the Premises under the trade name of "\_\_\_\_\_".

Tenant shall not do, bring or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises. If the rate of any insurance carrier by Landlord is increased as a result of Tenant's use, Tenant shall pay to Landlord a sum equal to the difference between the original premium and the increased premium. Tenant shall pay to Landlord said increased rate within 15 days after Landlord delivers to Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused solely by an activity of Tenant on the Premises as permitted in this Lease.



11. COMPLIANCE WITH LAWS

Tenant shall comply with all laws concerning the Premises, or Tenant's use of the Premises, including, without limitation, the obligation of Tenant's cost to alter, maintain or restore the Premises in compliance, and in conformity, with all laws relating to the condition, use or occupancy of the Premises during the term. Tenant shall not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to those that use the restaurant, snack bar and the Blythe Municipal Golf Course.

12. COVENANT OF CONTINUOUS OPERATION AND OTHER COVENANTS

Tenants shall continuously use the Premises for the use as specified in this Lease and shall continuously operate a snack bar concession on the Premises consistent with customer demands, but generally at least twelve (12) hours a day, seven days a week, fifty (50) weeks a year. Tenant agrees to open restaurant facility a minimum of two nights (Friday and Saturday) for dinner operations. Tenant agrees to submit to Landlord its basic menu, prices and hours of operation for comment; however, Tenant shall have the exclusive control to set its basic menu and prices. However, its hours of operation must be approved, in writing, by Landlord and include:

For the Snack Bar	For the Restaurant
_____ weeks per year;	_____ months per year;
_____ days per week; and	_____ days per week; and
_____ during the hours of.	_____ during the hours of.

Additionally, Tenant shall, in advance, post in a conspicuous place its hours of operation, basic menu and prices.

If the Premises are destroyed or partially condemned, then this Lease remains in full force and effect, Tenant shall continue operation of its business at the premises to the extent reasonably practical from the standpoint of good business judgment during any period of reconstruction.

13. ALTERATIONS

Tenant shall not make any alterations to the Premises without Landlord's prior written consent. Any alterations made, with Landlord's consent, shall remain on and be surrendered with the Premises on the expiration or termination of the term, except that Landlord can elect within 30 days prior to the expiration of the term or within 30 days after termination of the term, to require Tenant to remove any alterations that Tenant has made to the Premises.

If Landlord so elects, Tenant, at its cost, shall restore the Premises to the condition designated

by Landlord in its election, before the last day of the term or within 30 days after notice of election is given, whichever is later.

If Tenant makes any alterations to the premises as provided in this paragraph, the alterations shall not be commenced until 15 days after Landlord has received written notice from Tenant stating the date the installation of the alterations is to commence so that Landlord can post and record an appropriate Notice of Non-responsibility.

#### 14. UTILITIES AND SERVICES

Tenant shall pay all utilities, including but not limited to, all water, gas, telephone, heat, light, power and other utilities and services supplied to the premises, together with any taxes thereon. Tenant shall pay for all of its telephone charges including, but not limited to, normal monthly service charges, as well as long distance charges. If any of the above utility services are billed in the name of Landlord, then, in such an event, Tenant agrees to reimburse Landlord for said charges within ten (10) days of Tenant's receipt of a copy of identified bill(s). Tenant's failure to reimburse Landlord for said utility charges within the above time constraints shall constitute an event of default under Paragraph 23 herein. Tenant herein acknowledges co-tenant on the Premises in the form of the Golf Course Pro-shop. Co-tenant contractually pays \$200 per month for his respective use of the aforementioned common utilities and will continue to do so through the term of his contract. Landlord agrees to evaluate, based on a usage/square footage calculation, the responsibility of both tenants towards satisfaction of shared utilities and implement an equitable ratio at the end of the respective contracts.

#### 15. INDEMNITY

Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the premises, from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, arising from any negligence or act or omission on the part of Tenant or any of Tenant's agents, contractors or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel satisfactory to Landlord.

#### 16. INSURANCE

##### 16.1 Cost of Insurance:

Tenant will pay the cost of all insurance required hereunder.

16.2 Liability Insurance:

Tenant will obtain and keep in force during the term of this Lease a policy of Commercial General Liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance will be in an amount of at least Two Million Dollars (\$2,000,000) each occurrence, including Liquor Liability, personal and advertising injury, products, completed operations aggregate and general aggregate. This insurance may be provided under one policy or through a combination of policies including an excess or umbrella liability policy. The insurance to be furnished by Tenant will provide primary coverage and any liability insurance which Landlord may obtain will protect Landlord over and above the limits of the insurance furnished by Tenant hereunder.

16.3 Worker's Compensation Insurance:

Tenant will obtain and maintain for the term of this contract Worker's Compensation Insurance as required by California State law to cover all employees employed by Tenant.

16.4 Insurance Policies:

Insurance required hereunder shall be in companies duly licensed to transact business in the state where the Premises are located and maintaining during the policy term a "General Policyholders Rating" of at least B+, or such other rating as may be required by a Lender, as set forth in the most current issue of "Best's Insurance Guide." Lessee shall not do or permit to be done anything which shall invalidate the insurance policies referred to in this Paragraph 8, Lessee shall cause to be delivered to Lessor, within seven (7) days after the earlier of the Early Possession Date or the Commencement Date, certified copies of, or certificates evidencing the existence and amounts of, the insurance required under Paragraph 17.2 and 17.4. No such policy shall be cancelable or subject to modification except after thirty (30) days' prior written notice to Lessor, Lessee shall at least ten (10) days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand.

16.6 Hold Harmless:

Tenant will indemnify, defend and hold Landlord harmless from any and all claims arising from Tenants use of the Premises or from the conduct of its business or from any activity, work or thing which may be permitted or suffered by Tenant in or about the Premises and will further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees and from any and all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause, and Tenant hereby waives all claims in respect

waives all claims in respect thereof against Landlord. Notwithstanding the foregoing, nothing in this Lease shall be construed to require Tenant to indemnify or hold Landlord harmless for Landlord's intentional or negligent acts.

16.7 Exemption of Landlord from Liability:

Tenant hereby agrees that Landlord will not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises, and that Landlord will not be liable for injury to Tenant's employees, agents or contractors and invitees, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or structural damage or failure, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Landlord or Tenant.

17. SIGNS

One sign adjacent to the premises may be installed by the Tenant but only such size, color, style and location as Landlord approves in writing.

18. INTERIOR MAINTENANCE

Tenant, at its expense, shall keep the interior of the demised Premises in as good order, condition and repair as when received, reasonable wear and use, damage by acts of God, excepted. Tenant shall not alter or modify the interior of the demised premises without the written consent of the Landlord.

19. STRUCTURE MAINTENANCE

Landlord will maintain the building structure as it may relate to structural components, non-bearing walls, and those facilities within the building walls, plumbing, electrical, gas piping, heating, ventilating, air conditioning, (HVAC), windows, kitchen fire suppression hood and systems, painting and exterior stucco. During the term of this one year contract Landlord intends to make certain kitchen improvements to better the efficiency of the restaurant facility. Tenant understands and agrees during the remodel period the restaurant will be closed, probably July and August and further that the snack bar will continue to stay open and operational.

20. EMINENT DOMAIN

If the whole or any part of the demised premises shall be taken or condemned by any competent authority under power of eminent domain for a public or quasi-public use or purpose, then, at Landlord's option to be exercised by written notice to be given by Landlord to Tenant, the term hereby granted shall cease from the time when possession of the parts to be taken shall be required for such public or quasi-public use or purpose and without an apportionment of the award, Tenant hereby assigning to Landlord all right and claim to the award. The current rent, however, in such case, shall be apportioned.

21. ESTOPPEL CERTIFICATES

Upon any sale, assignment or hypothecation of the building or the land there-under by Landlord, an Estoppel Certificate shall be requested in writing of Tenant. Tenant agrees, after written request therefore by Landlord, to deliver such Estoppel Certificate addressed to any proposed mortgagee or purchaser or to the Landlord certifying the requested information, including among other things the dates of the commencement and termination of this Lease, and that this Lease, is in full force and effect (if such be the case) and that there are no differences, offsets or defaults of Landlord, or noting such differences, offsets or defaults as actually exist. Such mortgagee and purchaser shall have the right to rely on such Estoppel Certificate.

22. DESTRUCTION OF PREMISES

Non-insured Casualty: If the demised Premises are destroyed or substantially damaged at any time during the term hereof and if such damage or destruction is caused by a non-insured casualty, then Landlord shall have the option either to terminate this Lease by written notice to Tenant within thirty (30) days after the occurrence of such casualty or to repair or rebuild the demised premises at Landlord's cost. "Substantially damaged", for the purpose of this paragraph, shall mean damage to such an extent that the estimated cost of repair exceeds one third (1/3) of the then estimated replacement cost of the demised premises. If Landlord fails to commence to reconstruct or repair the demised premises within fifteen (15) days after the aforesaid thirty (30) days, then after said thirty (30) day period, Tenant may, as its option, terminate this Lease by written notice to Landlord. Insured Casualty: Subject to the provision of the following subparagraph, if the building is destroyed or damaged by a casualty insured against by coverage which Landlord is required to provide hereunder, then the Landlord shall promptly, upon receipt of insurance proceeds and a building permit, repair and rebuild the building at Landlord's cost, and this Lease shall remain in full force and effect. If the building is destroyed or damaged during the last six months of the term hereof, and either:

1. The cost of repair or reconstruction shall exceed cost of the building of which the demised premises are part; or

2. The estimated time required to repair or rebuild shall exceed ninety (90) days, then either Landlord or Tenant shall have the right to terminate this Lease by giving to the other party thirty (30) days after the occurrence of such casualty.

Landlord shall elect or be required, in any instance covered by this Article 20, to repair or rebuild, it shall commence and thereafter accomplish such repair or rebuilding with due diligence.

Abatement of Rent: During the period of time commencing on the date of such damage or destruction and ending with the completion of repairs and restoration, the rental reserved in this Lease shall be proportionately abated in an amount equal to the proportion which the number of square feet of leasable floor area in the demised premises rendered untenable bears to the total number of square feet of leasable floor area in the demised premises immediately prior to such damage or destruction and wholly abated if Tenant is unable to open for business.

### 23. TENANT'S DEFAULT AND REMEDIES

Notwithstanding the provision of any law which may now or hereinafter be in effect, Landlord agrees that the Lease shall not be terminated on account of any alleged default of Tenant, except as herein provided. Landlord may terminate the Lease upon the happening of any one or more of the following events:

- a. The failure to pay any rent or other payment required at the time within the times herein specified for payment, where such failure shall continue for a period of three (3) days after notice thereof from Landlord to Tenant;
- b. The failure to perform any of Tenant's agreements or obligations hereunder where such default (exclusive of a default in the payment of money) shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant: provided however, that if the nature of the Tenant's default is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said ten (10) day period and thereafter diligently prosecute such cure to completion;
- c. The vacation or abandonment of the demised Premises by Tenant for a period in excess of ten (10) days without payment of rent;
- d. The making by Tenant of a general assignment for the benefit of creditors;
- e. The filing by Tenant of a voluntary petition in bankruptcy or the adjudication of Tenant

Tenant as bankrupt;

f. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant located at the demised Premises or of Tenant's leasehold interest in the demised Premises;

g. The filing by any creditor of Tenant of an involuntary petition in bankruptcy which is not dismissed (i) within sixty (60) days after filing; or

h. The attachment, execution or other judicial seizure of all or substantially all of the assets of Tenant or Tenant's leasehold where such an attachment, execution or seizure is not discharged within ten (10) days.

In the event of any such default or breach by Tenant, Landlord may, at any time thereafter without further notice or demand, rectify or cure such default and any sums expended by Landlord for such purposes shall be paid by Tenant to Landlord upon demand as additional rent hereunder or Landlord may declare this Lease terminated in its entirety and re-enter the demised premises or any part thereof with due process of law. In the event Tenant has already abandoned (as defined hereinabove) the demised premises, Landlord shall have the right to continue the Lease in full force and effect with all of its rights hereunder, including the right to recover rent as it becomes due under this Lease. Landlord may, with due process of law, expel or remove Tenant and all parties occupying the demised premises, and repossess and enjoy the demised premises without prejudice to any other remedy that Landlord may have in law or equity.

In the event of any breach or default by Tenant in which, or as a result of which, Tenant shall voluntarily or involuntarily vacates the demised Premises (as defined hereinabove) then Landlord shall have the right to recover from Tenant, on the date Tenant shall vacate the demised premises, Landlord's damages for such default or breach which shall be the aggregate of:

1. The worth at the time of award of the amount of accrued but unpaid rent and charges equivalent of rent reserved in this Lease as of the date of termination hereof;
2. The worth at the time of award of the amount by which the unpaid rent and charges equivalent to rent reserved in this Lease would have earned after the date of termination hereof until the time of award hereunder exceeds the amount of such rental loss which Tenant proves could have been reasonably avoided;

3. The worth at the time of the award of the amount by which the unpaid rent and charges equivalent to rent reserved in this Lease for the balance of the term hereof after the time of award exceeds the amount of such rental loss which Tenant proves could have been reasonably avoided;

4. Any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result there-from including, but not limited to, such expenses as Landlord may incur for legal services and Court costs, as determined by the Court for re-letting (including advertising), brokerage, for putting the demised premises in good order, condition and repair and maintaining the same subsequent to default hereunder and all costs incurred in connection with the appointment of and performance by a receiver to protect the demised premises or Landlord's interest under the Lease; and

5. Any other amount which may be awarded by a Court or which may hereafter be permitted by law to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations under this Lease.

The "award" referred to herein shall mean the determination of damages to which Landlord is entitled by reason of Tenant's default hereunder as determined by a Court of competent jurisdiction. The "worth at time of award" of the amount referred to in subparagraphs (1) and (2) hereof shall be computed by allowing interest at the maximum legal rate then allowed. Notwithstanding anything to the contrary set forth herein, Landlord's re-entry to perform acts of maintenance or preservation or in connection with efforts to re-let the demised premises or the appointment of a receiver upon Landlord's initiative to protect Landlord's interest under this Lease, shall not terminate Tenant's right to possession of the demised Premises, and until Landlord does elect to terminate this Lease, this Lease shall continue in full force and effect and Landlord may enforce all of Landlord's rights and remedies hereunder, including, without limitation, the right to recover from Tenant the amount of all rent and other charges required to be paid by Tenant under the terms hereof as the same shall become due and payable on the several rent days specified herein.

#### 24. LIENS

Tenant agrees that it will pay or cause to be paid all costs of work (done by it or caused to be done by it on the demised premises) of a character which will or may result in liens on Landlord's reversionary estate therein, and Tenant will keep the demised premises free and clear of all mechanics' liens and other liens arising out of work done by Tenant or persons claiming under it, provided, however,



provided, however, that Tenant shall not be deemed to be in default hereunder if any such lien is paid or discharged of record within thirty (30) days after tenant receives written notice of the filing of such lien. If Tenant desires, however, it may contest any claim of lien; if a final judgment establishing validity or existence of a lien for any amount is entered, Tenant shall pay and satisfy the same at once within 24 hours.

Landlord agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it on the demised premises and on the real property interest underlying the demised premises of a character which will or may result in liens which are superior or paramount to Tenant's leasehold interest, and Landlord will keep the said property free and clear of all mechanic's liens and other liens arising out of work done for Landlord or persons claiming under it. If Landlord desires, however, it may contest any claim of lien. If a final judgment establishing validity or existence of a lien for any amount is entered, Landlord shall pay and satisfy the same at once.

25. RIGHT OF INSPECTION

Landlord or its agents, or any regulatory agency who's permit or approval is necessary for the continued safe and legal operation of this facility, may by appointment with Tenant enter in and upon the demised Premises or any part thereof or portion thereof, to view same or make any inspection of the same. Landlord or its agent may also show the demised premises to prospective buyers/sellers or lenders by appointment as provided above. Landlord or its agents shall also have the right to inspect the demised Premises at any time during normal business hours.

26. CONSENT FOR SUBLEASE OR ASSIGNMENT

Tenant shall not assign, mortgage, or hypothecate this Lease, or any interest therein, or permit the use of the premises by any person or persons other than Tenant, or sublet the premises, or any part thereof, without the written consent of Landlord.

27. SURRENDER

The voluntary or other surrender of this lease by Tenant or a mutual cancellation thereof shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies or may, at the option of Landlord, operate as an assignment to it or any of all such subleases or subtenancies.

28. CAPTIONS

The captions of Articles of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

29. ATTORNEY'S FEES AND COSTS

In the event of any action at law or in equity between Landlord and Tenant to enforce any of the provisions and/or rights hereunder, the unsuccessful party to such litigation covenants and agrees to pay to the successful party all costs and expenses, including reasonable attorney fees incurred therein by such successful party which shall be included in and as part of such judgment. Should either Landlord or Tenant, by reason of this Lease and without fault on its part, be made a party to any litigation instituted by or against the other, then said party so named as a party to said litigation shall be entitled to receive from the other party all costs, expenses and reasonable attorney fees incurred in or in connection with such litigation.

30. WAIVER OF BREACH

Waiver by Landlord of any breach or default of this Lease or any term or condition herein contained shall not be deemed to be a waiver of any subsequent or other breach of the same or of any other term, covenant or condition.

31. FORCE MAJEURE

Subject to the provisions set forth elsewhere herein, neither of the parties hereto shall be chargeable with, liable for or responsible to the other for anything or in any amount for any delay caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God or the public enemy, action or interference of governmental authorities or agents (including, if necessary, environmental impact studies and/or the coastline commission approval), war, invasion, insurrection, rebellion, riots, strikes or lockouts, or any other cause, whether similar or dissimilar to the foregoing which is beyond the control of such party and any delay due to said causes, or any of them, shall not be deemed a breach of or default in the performance of this Lease, it being specifically agreed that any time-limit provision contained in this Lease shall be extended for the same period of time lost by causes hereinabove set forth.

32. SCOPE OF AGREEMENT-LEGAL CONSTRUCTION

The Lease shall be considered to be the only agreement between the parties hereto. All negotiations and oral agreements acceptable to both parties are included herein. This Lease is to be interpreted and construed according to the laws of the State of California.

33. QUIET POSSESSION

The Landlord agrees that the Tenant, upon paying the rent and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the demised premises during the term hereof or any extension thereof.

34. HOLDING OVER

In the event Tenant remains in the possession of the demised premises after the expiration of the tenancy created hereunder and any extension hereof, and without the execution of a new lease, it shall be deemed to be occupying said premises as a Tenant from month to month on the same terms and conditions as provided in this Lease insofar as they are applicable to a month-to-month tenancy.

35. NOTICES

Wherever in this Lease it shall be required, permitted or desires that notice or demand be given by either party, to or on the other, such notice or demand shall be in writing and may be either personally served or sent by United States mail, and shall be deemed to have been given when personally served or when deposited in the United States mail, certified or registered, with postage prepaid and properly addressed. For the purposes hereof, the addresses of the parties hereto (until notice of change thereof given as provided in the paragraph) shall be as follows:

LANDLORD:

CITY OF BLYTHE  
ATTENTION: CITY MANAGER  
235 North Broadway  
Blythe, California 92225

WITH A COPY TO:

J. Scott Zundel, Esq.  
Blythe City Attorney  
74-000 Country Club Drive, Suite C-4  
Palm Desert, California 92260

TENANT:

Insert your name here

36. INVALIDATION

Invalidation of any one of the terms, conditions, restrictions or other provisions contained herein, in whole or in part, by judgment or Court order shall in no way affect any other of the terms, conditions, restrictions or provisions hereof and the same shall remain in full force and effect.

37. ASSIGNS

All of the provisions hereof and any subsequent modification, addendum renewal or extension shall bind and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

38. EXTENSIONS

All references to the term of this Lease shall include any extensions of such term.

39. TIME IS OF THE ESSENCE

Time is of the essence in the performance of each provision of this Lease.

40. 30-DAY TERMINATION PROVISION

Notwithstanding any of the provisions herein, this Lease may be terminated by either party after service upon the other of a written 30-Day Notice of Termination of Tenancy.

41. MISCELLANEOUS TERMS

Tenant, and any of Tenant's employees, shall dress in a clean and businesslike manner, appropriate for the use of the Premises. The Premises shall be cleaned daily and all kitchen, restroom facilities and all equipment within the Premises (owned by Landlord and/or Tenant) shall be cleaned daily and all equipment and fixtures shall be cleaned and maintained in accordance with manufacturer's instructions and specifications.

43. INVENTORY

Landlord owns an existing equipment inventory which is within the Premises. Said Inventory is as set forth in the attached Exhibit B, which is made a part hereof by this reference. Tenant is hereby authorized to use same inventory free of charge for the term of this contract.

IN WITNESS WHEREOF, the Landlord and Tenant have fully executed this Lease on the day, month and year first-above written.

"Landlord"

CITY OF BLYTHE

"Tenant"

By:

\_\_\_\_\_  
Les Nelson, City Manager

\_\_\_\_\_  
General Partnership

Attest:

\_\_\_\_\_  
Virgie Rivera, City Clerk

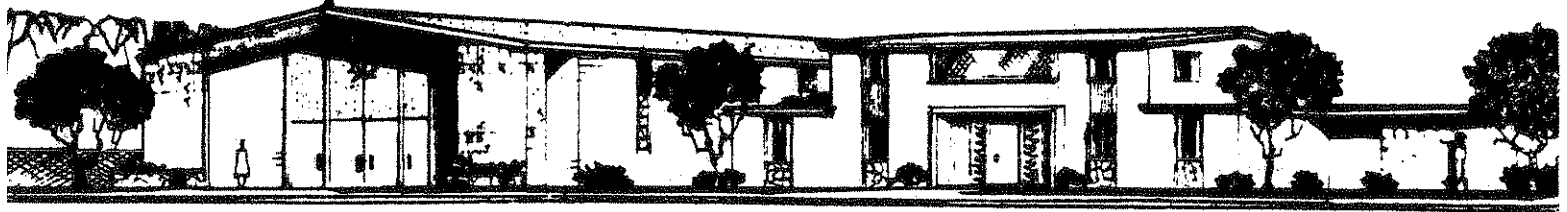
Approved as to Form:

\_\_\_\_\_  
J. Scott Zundel, City Attorney

# **WRITTEN COMMUNICATIONS**

# St. Joan of Arc Church

875 E. Chanslorway • Blythe, California 92225 • Phone (760) 922-3261 / Fax (760) 922-5279  
E-mail: stj JoanofArcBlythe@npgcable.com



July 15, 2008

TO: City of Blythe  
Blythe City Council  
235 North Broadway  
Blythe, CA. 92225

FROM: St. Joan of Arc Catholic Church  
875 E. Chanslorway  
Blythe, CA. 92225

SUBJECT: Agenda Posting

Request St. Joan of Arc Church be put on the Blythe City Council Meeting Agenda for Tuesday, July 29, 2008.

Topic for discussion will be the Annual St. Joan of Arc Church Bazaar/Carnival scheduled for October 10-12, 2008. Mr. Rafael Aguilar, Event Coordinator, will have a 15 minute power point presentation and discussion on the Health, Safety and Education Day to be held on 10 October 2008, which will be hosted by the Blythe Area Chamber of Commerce. This presentation is being made to ask the City of Blythe to support and make aware to the Blythe Community the importance of health, safety and education to our citizens as a whole. We appreciate your assistance. Thank you.

*Fr. Henry Licznarski*

Father Henry Licznarski  
Pastor, St. Joan of Arc Catholic Church

# REPORTS

ACTING CITY MANAGER'S REPORT  
JULY 22, 2008

Senate Republican leader Dave Cogdill said he believes a vote on the State's budget can happen by August 1, when the state would begin to encounter cash problems.

Council and staff are reminded that the Study Session to review and discuss the Housing Element and the Vehicle Take Home Policy is scheduled for next Tuesday, July 29<sup>th</sup> starting at 4:00 p.m. in the multi-purpose room:

In addition, the following two items need to be scheduled for a future Study Session:

1. All fees that the City charges for its services need to be reviewed and discussed relative to this years budget, and
2. Discussion about implementation of the Development Impact Fee Study.

Staff is proposing August 19<sup>th</sup>, 20<sup>th</sup>, or 21<sup>st</sup>, 2008, starting at 6:00 p.m. (the third week of the month) as potential dates for this meeting.

The Blythe Police Department has been visited recently by two reality TV shows, "Busted" and "Speeders". The following e-mail requests yet another visit to the City for filming patrol in action. All appropriate waivers and insurance certificates are in place.

According to front counter staff, at least two dozen positive comments have been received about City Hall switching to the four days at ten hours work schedule. In addition, not one negative comment received so far. The building inspectors agree, with all positive comments since they are in the field at 6:00 a.m. until 5:00 p.m.



**Charles Hull**

---

**From:** Steve Smith  
**Sent:** Tuesday, July 15, 2008 8:35 AM  
**To:** Charles Hull  
**Subject:** FW: "Speeders" truTV

Butch: Attached is FYI

*Steve W. Smith  
Chief of Police  
City of Blythe  
240 N. Spring  
Blythe, Calif. 92225  
(760) 922-6111*

---

**From:** James Gray  
**Sent:** Tuesday, July 15, 2008 6:38 AM  
**To:** Steve Smith  
**Subject:** FW: "Speeders" truTV

Chief,

I spoke to Pam, a producer for speeders late yesterday. They want to come out the end of July. Attached is her e-mail to me.

Brian

---

**From:** pam lewis [mailto:mapsiwel@gmail.com]  
**Sent:** Monday, July 14, 2008 5:40 PM  
**To:** James Gray  
**Subject:** "Speeders" truTV

Hello Lt. Gray:

It was great speaking with you today about the possibility of us working with Blythe Police Department Traffic Division. "Speeders" is a series filming its 6<sup>th</sup> cycle on truTV (formerly CourtTV).

"Speeders" follows traffic officers as they pull over drivers for various moving violations (speeding, running red lights, improper signaling, failure to stop/yield, etc). We concluding our 5th Season and have been picked up for 2 additional seasons, so we're looking for Departments that would like to participate in the series during the months of July, August & September 2008. We are quite interested in riding along with the Blythe Police Department.

"Speeders" educates and informs viewers about traffic safety. Our show does ride-alongs and features several members of local traffic divisions and highway patrol units as they enforce all aspects of moving violations. We interview willing drivers after they've been cited, in an effort to increase awareness and support driver education. On the program, we also offer viewers tips on how to drive responsibly and

7/15/2008

-77-

defensively.

When a "suspect" or motorist is pulled over the officer will conduct his/her business as normal and then we will interview the person while the officer is running the license. Keep in mind, we'll only interview the person if he/she is willing to sign our release- there will be no intrusive business on our end. We will NOT film pregnant woman, anyone is physically or mentally disabled or doesn't speak English.

We also interview the officer regarding traffic/racing violations, citations and safety, in an effort to inform viewers about the actions the motorist was doing wrong.

- Our crew consists of 2 camera people and 1 Producer/Director.

(1 camera is positioned in the front passenger seat and the other cameraman and producer are in the back seat).

- We usually schedule our ride alongs for 4 back-to-back shifts with the same Officer/Trooper. (generally Wed-Sat OR Thurs-Sun)
- Our crew shifts range from 8-10 hours each day, and are flexible. We take your lead based on existing shifts and/or what hours are best for moving violations.
- We must film in a cageless vehicle.
- Our crew will sign your waiver of liability.
- Our Production is fully licensed and insured and carries a 2 million dollar insurance policy, which we'll forward to you upon signature/approval of filming.

Thus far we've filmed with the following Departments: Oxnard, CA PD; Glendale, CA PD; Redondo Beach, CA PD; California Highway Patrol: Bakersfield, Barstow, Altadena, San Juan Capistrano; Laguna Beach PD; Panama City Florida PD; Ithaca, NY PD; Beverly Hills, CA PD; LAPD; Palm Springs PD; Derby KS PD; Florida Highway Patrol: Broward & Tampa; Oak Lawn, IL PD; Topeka, KS PD; Portsmouth NH PD; Brick NJ PD; Belmar, NJ PD; Azusa, CA PD; Travis County Sheriff Department (Austin, TX); Rutland, VT PD; Chattanooga, TN PD; Concord, NC PD; Peabody, MA PD; Ann Arbor, Michigan PD; Mesa, AZ PD; and Alexandria, VA PD, and many more.

If you are unfamiliar with the program and would like more information about "Speeders", including clips of the show, please visit: <http://www.trutv.com/shows/speeders/>. I am also sending you 2 shows via Fed Ex. I checked and unfortunately our shows with Officer Coy Bradstreet are not finished editing yet and I can't send those out.

If you have any questions or need additional information, please do not hesitate to call or email.

Thank you for your time. I look forward to working together in the near future!

Warm regards,

Pam Lewis

Supervising Producer, "Speeders"

7/15/2008

## **Public Works Director Report**

"Yesterday is experience. Tomorrow is hope. Today is getting from one to the other as best we can."

John M. Henery 1895-1981

- 1) **The Riviera Drive Neighborhood Water Service Improvement Project**  
2008 is expected to get started by late August 2008 with a 150 day construction schedule. The schedule would complete the project late January 2009. The contractor has been issued a notice to proceed and additional permits with Caltrans are in process.
- 2) **Combined Streets Project 2008-09:** This joint venture project between the City of Blythe and County of Riverside would grind and overlay Hobsonway between Kmart and the Bowling alley near Defrain Blvd. Project is scheduled to go to bid with the County in Aug-September 08. Staff will bring agreement to Council for consideration after final budget is approved in Aug 08.
- 3) **Odor Scrubbers on Intake Blvd and Public Works Yard on South Main Street:** The new odor scrubbers have been installed and are in operation at the Public Works yard and on Intake Blvd. This project is expected to significantly reduce the odors from the sewer lift stations in both areas and along 14<sup>th</sup> Ave between Intake and Broadway.
- 4) **Manhole Rehab Project:** This year the project will include 12 additional manholes to be lined and the lining of the newly installed holding tanks at the new RV Dump station at the Waste Water Treatment Plant. The holding tank lining will put the City of Blythe in Regulatory compliance with the Regional Water Quality Control Boards permitting requirements. We expect to have the Project ready for bid late Summer / Fall 2008.
- 5) **City/County Chip Seal Project:** The project area that included rural streets jointly owned by the County of Riverside and the City of Blythe has been completed. The County should stripe the streets after traffic has used the newly chipped surfaces for approximately one month.
- 6) **Hobsonway- N. Carlton and Kmart Driveway Entrance Reconstruction:** This Public Works project was to improve the travel way in both locations by removing and replacing failed pavement sections and should be completed the week of July 21<sup>st</sup>.

# **ORAL REPORTS**

# **PUBLIC COMMENT**

